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<tbody>
<tr>
<td>B. Approval of Project Task Orders Related to the State Route (SR) 28 East Shore Corridor Seasonal Shuttle Pilot Plan and the Nevada Stateline to Stateline Bikeway Project North Demo Project</td>
<td>Recommend Approval</td>
<td>47</td>
</tr>
<tr>
<td>C. Approval to Release and Award a Request for Proposals to Procure Consulting Services to Further Develop the Tahoe Transportation District’s Title VI and Disadvantaged Business Enterprise Plans Required by the Federal Transit Administration and Federal Highways Administration</td>
<td>Recommend Approval</td>
<td>50</td>
</tr>
<tr>
<td>D. Approval of Resolution Authorizing the Application for and Execution of Federal Transportation Administration Funding and State Funding Agreements for Transit Operations for Fiscal Year 2012</td>
<td>Recommend Approval</td>
<td>54</td>
</tr>
<tr>
<td>E. Approval of Nevada Department of Transportation American Recovery and Reinvestment Act Grant Agreement for Bus Purchases and Associated Vendor Agreements/Contracts and Vehicle Purchase Orders</td>
<td>Recommend Approval</td>
<td>57</td>
</tr>
<tr>
<td>F. Approval of Purchase Orders for BlueGo Transit Management, Inc. and Tectrans Contract for BlueGo Transit Service Operations</td>
<td>Recommend Approval</td>
<td>96</td>
</tr>
<tr>
<td>G. Approval of Purchase Orders for Fiscal Year 2012 Budgeted Expenses for Needed District Transit System Goods and Services Support</td>
<td>Recommend Approval</td>
<td>98</td>
</tr>
</tbody>
</table>
TAHOE TRANSPORTATION DISTRICT (TTD)
TAHOE TRANSPORTATION COMMISSION (TTC)
Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV  89449

All items on this agenda are action items unless otherwise noted.

I. CALL TO ORDER AND GENERAL MATTERS
   A. Roll Call and Determination of Quorum of TTD/TTC
   B. Approval of Agenda for July 8, 2011
   C. Approval of Minutes of June 10, 2011
   D. Approval of Minutes of June 17, 2011

II. PUBLIC INTEREST COMMENTS
    At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than five minutes per person. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda.

III. BUDGET FINANCE COMMITTEE REPORT

IV. TAHOE TRANSPORTATION COMMISSION (TTC) CONSENT ITEMS

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
<td>A. Recommend Approval of the 2011 Federal Transportation Improvement Program Amendment No. 3 to the Tahoe Metropolitan Planning Organization Governing Board</td>
<td>Recommend Approval</td>
<td>1</td>
</tr>
<tr>
<td>B. Recommend Approval of Revised Federal Statewide Transportation Improvement Program/Federal Transportation Improvement Program Amendment and Administrative Modification Procedures to the Tahoe Metropolitan Planning Organization Governing Board</td>
<td>Recommend Approval</td>
<td>8</td>
</tr>
</tbody>
</table>

V. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS

<table>
<thead>
<tr>
<th>Item</th>
<th>Action Requested</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Review and Comment on the Regional Transportation Plan 2012 Outline, Introduction, and Timeline</td>
<td>Informational Only</td>
<td>18</td>
</tr>
</tbody>
</table>

VI. ADJOURN AS TTC AND RECONVENE AS TTD
### TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

<table>
<thead>
<tr>
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### TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

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<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>A. Approval of Long-Term Contract between Diversified Transportation, LLC dba Tectrans and the Tahoe Transportation District for the Operation and Maintenance of BlueGO Transit</td>
<td>Approval</td>
<td>100</td>
</tr>
<tr>
<td>B. Approval of Resolutions and Claim for California Transportation Development Act (TDA) Funds for the El Dorado County Portion of Lake Tahoe for Transit Operations for Fiscal Year 2011-2012</td>
<td>Approval</td>
<td>127</td>
</tr>
<tr>
<td>Item</td>
<td>Action Requested</td>
<td>Page</td>
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<tr>
<td>------</td>
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<tr>
<td>C.</td>
<td>Proposal on Transit Operations Committee and Board Meeting Times</td>
<td>Discussion and Direction</td>
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<tr>
<td>D.</td>
<td>Approval of Alternative B of the Nevada Stateline to Stateline Bikeway – South Demonstration Project, as described in the Final Joint Environmental Assessment (EA) and Authorize Staff to Proceed with Project Implementation</td>
<td>Approval</td>
</tr>
</tbody>
</table>

IX. **DISTRICT MANAGER REPORT**

X. **BOARD, COMMISSION MEMBER AND STAFF COMMENTS**

XI. **LEGAL BRIEFING - CLOSED SESSION**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. MV Transportation, Inc. v. STATA, et al. Case No. 10-CV-0240. 9th Judicial District Court.

XII. **ADJOURNMENT**
COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and the following post offices: Stateline, Nevada and Tahoe Valley, California. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office and the North Tahoe Chamber of Commerce and on the TTD website: www.tahoetransportation.org.

For those individuals with a disability who require a modification or accommodation in order to participate in the public meeting, please contact Judi White at (775) 589-5502.

California Open Meeting Law Compliance
Notice of this meeting was posted at least 72 hours prior to the meeting in a location that is freely accessible to members of the public.

In addition, the Board has caused this agenda and all documents constituting the agenda packet to be mailed to all persons requesting such materials, and such mailing occurred at the time the agenda was posted or upon distribution to all, or a majority of all, of the members of the Board, which occurred first.

Nevada Open Meeting Law Compliance
Written notice of this meeting has been given at least three working days before the meeting by posting a copy of this agenda at the principal office of the Board and at three other separate, prominent places within the jurisdiction of the Board not later than 9 a.m. of the third working day before the meeting.

Written notice of this meeting has been given by providing a copy of this agenda to any person who has requested notice of the meetings of the Board. Such notice was delivered to the postal service used by the Board not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail, or if feasible for the Board and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting.
I. TAHOE TRANSPORTATION DISTRICT AND TAHOE TRANSPORTATION COMMISSION CALL TO ORDER AND ROLL

A. Roll Call and Determination of Quorum
   The meeting of the Tahoe Transportation District and Tahoe Transportation Commission was called to order by Chairman Strain at 9:33 a.m., at the Tahoe Center for Environmental Sciences. Roll call was taken and it was determined a quorum was in attendance for the TTD/TTC.

B. Approval of TTD/TTC Agenda of June 10, 2011
   Mr. Hasty noted that Item VI.F. had been pulled by staff. Mr. Pittenger requested Item VI.A. be pulled from Consent. Chair Strain requested Item VII.D. to be taken before Item VII.A. Motion/Second by Mr. Teshara/Mr. Pittenger to approve the TTD/TTC amended agenda for today’s meeting. The motion passed unanimously.

C. Approval of TTD/TTC Meeting Minutes for April 8, 2011
   Motion/Second by Mr. Teshara/Ms. Santiago to approve the TTD and TTC minutes. The motion passed unanimously.
D. Approval of TTD/TTC Meeting Minutes for May 13, 2011
   Motion/Second by Mr. Teshara/Ms. Santiago to approve the TTD and
   TTC minutes. The motion passed, with Mr. Pittenger abstaining.

E. Approval of TTD/TTC Meeting Minutes for May 20, 2011
   Motion/Second by Mr. Teshara/Ms. Santiago to approve the TTD and
   TTC minutes. The motion passed, with Ms. Colyer and Mr. Pittenger
   abstaining.

II. PUBLIC INTEREST COMMENTS
   Ms. Colyer wanted to give an update on the Night Rider Service on the North
   Shore. They have managed to extend the night service to the West Shore.

III. FINANCE COMMITTEE REPORT
   Mr. Garner reported the Finance Committee recommended approval of the
   Consent Calendar, with the exception of Items A and F which were pulled
   from consent.

IV. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS
   A. Regional Transportation Plan 2012 Project List Update
      Ms. Fink gave an update on the Regional Transportation Plan 2012.
      Action Requested: Informational Only

V. ADJOURN AS TTC AND RECONVENE AS TTD

VI. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS
   A. Review and Acceptance of the District's Financial Statement of
      Operations for July 1, 2010 through April 30, 2011
   B. Approval of California Transit Shelter Project – Phase 1 (Project) and
      Authorization of Chairman and District Manager to Sign Plans and
      Advertise Project, Consistent with Tahoe Transportation District
      Purchasing Procedures, Code of Federal Regulations, and the California
      Public Contracting Code
   C. Approval of Project Task Orders Related to Meeks Bay Bike Trail,
      Sustainable Return on Investment Analysis for US 50/South Stateline
      Community Revitalization Project, and Bus Shelter Project
   D. Approval of Nevada Department of Transportation (NDOT) Transit Capital
      Grant Awards and Associated Capital Improvement Project
      Agreements/Contracts
   E. Approval of Cooperative Agreement between the Tahoe Transportation
      District and Placer County Related to the State Route 89
      Realignment/Fanny Rehabilitation Project
   F. Acceptance of May 20, 2011 Staff Summary, “Approval of Three Party
      Contract, Scope of Work, and Budget to Prepare Environmental
G. **Election of Nominated Tahoe Transportation District Chair and Vice-Chair Officers and Chair of Transit Operations Committee**

Item A was pulled by Mr. Pittenger. Item F was pulled by Staff to be continued to July. Mr. Teshara motioned to approve Items B, C, D, E, and G. Seconded by Mr. Garner. The motion passed unanimously.

Ms. McDermid arrived at 9:52.

Mr. Pittenger asked for clarification regarding the cash flows in Item A. Ms. Schmitt explained staff is continuing to look for a line of credit to assist with the cash flow situation. Mr. Garner made the motion to accept Item A. Ms. McDermid seconded the motion. The motion passed unanimously.

**VII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS**

A. **Approval of Tahoe Transportation District’s Fiscal Year 2012 Work Program and Budget**

Mr. Hasty reviewed this item. Ms. Schmitt reviewed the proposed budget. Mr. Morehouse requested a breakdown of the local contributions. Chair Strain requested monthly budget versus actual and accrual reports.

Action Requested: Approval

Ms. Swanson made the motion to approve the Fiscal Year 2012 Work Program and Budget. Ms. McDermid seconded the motion. The motion passed unanimously.

B. **Approval of a Resolution Calling for the Investment In and Implementation Of Transportation System Projects Critical to the Improvement of Lake Tahoe Communities, Economy and Environment**

Mr. Hasty reviewed this item. Mr. Hasty requested comments and suggestions for the resolution from the Board and a final resolution would be brought back for approval at next week’s special meeting.

Action Requested: Approval

Mr. Teshara made a motion to continue this item to the special meeting to be held on June 17, 2011. The motion was seconded by Mr. Pittenger. The motion passed unanimously.

C. **Update of Status on Responses for Long-Term Transit Operator Request for Proposal and Approval of District Manager to Authorize the Extension of Existing Transit Operator Contract, if Necessary to Complete Contract Selection and Transition Process**
Mr. Hasty reviewed this item. The Board agreed to the suggested special meeting to be held on June 17, 2011 to award the contract.

Action Requested: Approval

Mr. Teshara made a motion for approval of the District Manager to authorize the extension of existing transit operator contract. Ms. McDermid seconded the motion. The motion passed unanimously.

D. Conduct District Manager’s Annual Performance Review
Chair Strain reviewed Mr. Hasty’s performance evaluation. He advocated Mr. Hasty is due a merit increase. He request the Board members to review the evaluation and...there was discussion regarding the merit increase. Mr. Teshara said avoid merit, review and finalize at next meeting restructure job descriptions and compensation according to level of responsibility. Mr. Teshara suggested Board members send their comments to the Chair and make a final consideration and action at next month’s meeting. The Board concurred. Mr. Hasty thanked the Board and staff for their support.

Mr. Van Havel arrived at 10:04.

Action Requested: Discussion and Decision

VIII. LEGAL BRIEFING - CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. MV Transportation, Inc. v. STATA, et al. Case No. 10-CV-0240. 9th Judicial District Court.

The Board received an update and briefing from Counsel on the status of the MV lawsuit and took no further action.

IX. DISTRICT MANAGER REPORT
Mr. Hasty gave an update on the S. Demo Bikeway project. Mr. Hasty also noted the open house events went well.

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS
Mr. Morehouse noted Commissioner Breternitz may be attending the July meeting.

Ms. Schmitt noted the auditors are coming in for the preliminary audit field work.

Ms. Santiago reminded TMPO staff she is still waiting for the population information regarding re-districting.

Mr. Van Havel asked to have NDOT’s annual plan as an agenda item at next month’s meeting.
Mr. Haven noted new staff from Central Lands visited during the week. The MPO will have a new representative assigned from the planning division.

XI. ADJOURNMENT

Respectfully Submitted:

Judi White  
Executive Assistant  
Tahoe Transportation District

(The above meeting was recorded in its entirety, anyone wishing to listen to the aforementioned tapes, please contact Judi White, Clerk to the Board, (775) 589-5502.)
TAHOE TRANSPORTATION DISTRICT
BOARD MEETING MINUTES
June 17, 2011

TTD/C Board Members in Attendance:
Will Garner, Placer County, Vice Chair (via conference phone)
Steve Teshara, SS-TMA
Ron McIntyre, TNT-TMA
Nancy McDermid, Douglas County
Angela Swanson, City of South Lake Tahoe
Ken Smithson, Carson City
Tom Fortune, Member at Large

Others in Attendance:
Carl Hasty, Tahoe Transportation District
Rhonda Saigh, Tahoe Transportation District
Curtis Garner, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Judi White, Tahoe Transportation District and Tahoe Regional Planning Agency
Adam Spear, Esq, Legal Counsel (via conference phone)

I. TAHOE TRANSPORTATION DISTRICT CALL TO ORDER AND ROLL

A. Roll Call and Determination of Quorum
   The meeting of the Tahoe Transportation District was called to order by
   Vice-Chairman Garner at 11:30 a.m., at the Tahoe Regional Planning
   Agency. Roll call was taken and it was determined a quorum was in
   attendance for the TTD.

B. Approval of TTD Agenda of June 17, 2011
   Motion/second by Mr. Smithson/Ms. McDermid to approve the TTD
   agenda for today’s meeting. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS
   Phil Newell thanked the District for the work done on the Request for
   Proposal for Long-Term Transit Operator.

   Jan Colyer, North Shore TMA, wanted to inform the Board of the new
   project they are working on, Volunteer Driver for the Road to Recovery
   American Cancer Society. Volunteer drivers will pick up people from the
   North and South Shore to take them to the Cancer Center in Truckee.

III. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Approval of Preliminary Award of Contract for Long-Term BlueGO Transit
   Operator to Tectrans and Authorization for the District Manager and
   Counsel to Negotiate a Final Contract for Board Approval
Mr. Curtis Garner reviewed this item. Mr. Teshara asked who the selection committee consisted of. Mr. Garner replied the committee was himself, Mr. Hasty, Ms. Swanson, Mr. Smithson, Mr. Will Garner and Mr. Fortune.

Action Requested: Approval and Authorization

Mr. Smithson made a motion for the Board to approve the preliminary award of contract to Tectrans and authorize the District Manager and Counsel to negotiate a final contract for Board approval at the July 8 Board meeting. Ms. McDermid seconded the motion. The motion passed unanimously.

B. Approval of a Resolution Calling for the Investment In and Implementation Of Transportation System Projects Critical to the Improvement of Lake Tahoe Communities, Economy and Environmental

Mr. Hasty reviewed this item. The revised Resolution was distributed for review.

Action Requested: Approval

Ms. McDermid made a motion to approve the Tahoe Transportation District Resolution 2011-001. Mr. McIntyre seconded. The motion passed unanimously.

IV. ADJOURNMENT

Respectfully Submitted:

Judi White
Executive Assistant
Tahoe Transportation District

(The above meeting was recorded in its entirety, anyone wishing to listen to the aforementioned tapes, please contact Judi White, Clerk to the Board, (775) 589-5502.)
Date: July 1, 2011
To: Tahoe Transportation Commission (TTC)
From: TMPO Staff
Subject: Recommend Approval of the 2011 Federal Transportation Improvement Program Amendment No. 3 to the Tahoe Metropolitan Planning Organization Governing Board

Requested Action:
The TTC Board is requested to review and recommend approval of Amendment No. 3 of the 2011 Federal Transportation Improvement Program (FTIP) to the Tahoe Metropolitan Planning Organization (TMPO) Governing Board.

Background:
California has a “State Minor Program” which consists of minor construction projects statewide on the state highway system. These projects are funded through State Highway Operations Protection Program (SHOPP) and no state matching funds are required. For fiscal year 2011/2012, the Lake Tahoe Region has a Placer County project in this program – Rebuild Tahoe City Sand House. Caltrans has requested that this project be programmed in the 2011 FTIP.

Discussion:
The project can be programmed through grouped project listings in the FTIP. Below is the State Minor Program project proposed to be incorporated in the 2011 FTIP through grouped project listings:

**Grouped Projects for Safety Improvements, Shoulder Improvements, Pavement resurfacing and/or rehabilitation – Minor Program**

- Rebuild Tahoe City Sand House - EA-5 2F280:
  Add SHOPP AC funds of $1,802,000 to CON for FY 11/12

The required seven-day public comment period for this amendment was initiated on July 1, 2011 and will close at 12:00pm on July 8, 2010. Any comments made during the comment period will be brought to the Board meeting.

Additional Information:
If you have any comments or questions regarding this item, please contact Judy Weber at jweber@trpa.org or (775) 589-5203.

Attachments:
A. Notice of Seven-Day Public Comment Period Amendment No.3
B. FY 2011/12 Minor Construction Program Project List
NOTICE OF SEVEN DAY PUBLIC COMMENT PERIOD

Tahoe Metropolitan Planning Organization’s (TMPO) 2011 Federal Transportation Improvement Program (FTIP) Amendment #3

This announcement is being initiated as required by TMPO’s Public Participation Plan to provide public notification of changes that have been requested to be made to the 2011 FTIP. This notice began July 1, 2011. Written public comments will be accepted until 12:00 pm on July 08, 2011.

The amendment documents are available upon request or can be accessed online at: http://www.tahoempo.org

Comments should be sent to:

Tahoe Metropolitan Planning Organization
Attn: Judy Weber, Transportation Planner
P.O. Box 5310
Stateline, NV 89449

Or via email: jweber@trpa.org

Below is the State Minor Program project proposed to be incorporated in the TMPO 2011 FTIP through Grouped Project Listings:

Grouped Projects for Safety Improvements, Shoulder Improvements, Pavement resurfacing and/or rehabilitation – Minor Program

- Rebuild Tahoe City Sand House EA-5 2F280: add SHOPP AC funds of $1,802,000 to CON for FY 11/12

Please direct any questions or other inquiries regarding this notice to Judy Weber at (775) 589-5203.
### 2011/12 FY Minor Construction Program Project List - Districts 01 - 12

($1,000)

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<tr>
<td>1</td>
<td>Humboldt</td>
<td>101/254</td>
<td>2.3/66.3, 7.2/12.1</td>
<td>Replace culverts and downdrains, pave inverts, grade ditches and install new rock energy dissipators at 9 locations.</td>
<td>43170</td>
<td>201.151</td>
<td>$514</td>
<td>-</td>
<td>$742</td>
<td>$1,256</td>
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<td>1</td>
<td>Mendocino</td>
<td>101</td>
<td>R84.0</td>
<td>Repair culvert and place scour protection.</td>
<td>41221</td>
<td>201.110</td>
<td>$665</td>
<td>10</td>
<td>$1,055</td>
<td>$1,730</td>
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<tr>
<td>1</td>
<td>Mendocino</td>
<td>128/253</td>
<td>Various</td>
<td>Replace culverts and downdrains, modify inlets, and install rock energy dissipators at 20 locations.</td>
<td>37812</td>
<td>201.151</td>
<td>$1,000</td>
<td>20</td>
<td>$993</td>
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**District 1 Total**

$2,179 $30 $2,790 $4,999

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<tr>
<td>2</td>
<td>Plumas</td>
<td>36/89</td>
<td>Various</td>
<td>Install close circuit television at various locations to provide updated traveler information and improve communication.</td>
<td>1E240</td>
<td>201.315</td>
<td>$658</td>
<td>3</td>
<td>$500</td>
<td>$1,161</td>
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<td>2</td>
<td>Shasta</td>
<td>151</td>
<td>5.8/6.9</td>
<td>Repair localized pavement failures and overlay asphalt concrete to improve ride quality.</td>
<td>4E380</td>
<td>201.121</td>
<td>$1,000</td>
<td>5</td>
<td>$500</td>
<td>$1,505</td>
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<td>2</td>
<td>Shasta</td>
<td>299/44</td>
<td>24.0/0.2</td>
<td>Extend an existing left-turn channel and modify intersection striping.</td>
<td>3E600</td>
<td>201.310</td>
<td>$850</td>
<td>5</td>
<td>$500</td>
<td>$1,355</td>
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<tr>
<td>2</td>
<td>Shasta</td>
<td>299</td>
<td>25.7</td>
<td>Install three-way traffic signals at the eastbound and westbound on and off ramps.</td>
<td>4E370</td>
<td>201.310</td>
<td>$500</td>
<td>2</td>
<td>$200</td>
<td>$702</td>
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<td>2</td>
<td>Siskiyou</td>
<td>96</td>
<td>23.2/105.0</td>
<td>Replace degraded culverts.</td>
<td>3E070</td>
<td>201.151</td>
<td>$650</td>
<td>53</td>
<td>$600</td>
<td>$1,303</td>
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<tr>
<td>2</td>
<td>Trinity</td>
<td>299</td>
<td>36.6/36.8</td>
<td>Widen shoulder and modify curve.</td>
<td>3E820</td>
<td>201.310</td>
<td>$833</td>
<td>10</td>
<td>$600</td>
<td>$1,443</td>
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**District 2 Total**

$4,491 $78 $2,900 $7,469

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<tr>
<td>3</td>
<td>El Dorado</td>
<td>49</td>
<td>10.7</td>
<td>Widen roadway and install signal.</td>
<td>3E980</td>
<td>201.310</td>
<td>$1,000</td>
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<td>$993</td>
<td>$1,993</td>
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<tr>
<td>3</td>
<td>El Dorado</td>
<td>193</td>
<td>23.4</td>
<td>Reconstruct embankment.</td>
<td>1F600</td>
<td>201.150</td>
<td>$700</td>
<td>2</td>
<td>$411</td>
<td>$1,113</td>
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<tr>
<td>3</td>
<td>Placer</td>
<td>89</td>
<td>8.9</td>
<td>Rebuild Tahoe City sandhouse.</td>
<td>2F280</td>
<td>201.352</td>
<td>$550</td>
<td>2</td>
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<td>3</td>
<td>Placer</td>
<td>267</td>
<td>1.1</td>
<td>Construct left-turn pocket.</td>
<td>0F010</td>
<td>201.310</td>
<td>$970</td>
<td>19</td>
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<tr>
<td>3</td>
<td>Sierra</td>
<td>49</td>
<td>48.3/49.2</td>
<td>Upgrade culverts and overlay asphalt concrete.</td>
<td>4E540</td>
<td>201.151</td>
<td>$1,000</td>
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<td>$2,250</td>
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<tr>
<td>3</td>
<td>Yolo</td>
<td>113</td>
<td>0.3/2.2</td>
<td>Upgrade curb ramps to comply with American With Disabilities Act.</td>
<td>2F670</td>
<td>201.378</td>
<td>$800</td>
<td>10</td>
<td>$650</td>
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**District 3 Total**

$5,020 $33 $4,965 $10,018

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<tr>
<td>4</td>
<td>Alameda/Santa Clara</td>
<td>Various</td>
<td>Various</td>
<td>Replace damaged overhead signs at various locations.</td>
<td>2G590</td>
<td>201.170</td>
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<tr>
<td>4</td>
<td>Napa</td>
<td>29</td>
<td>36.9/37.9</td>
<td>Remove and replace asphalt concrete surfacing in downtown Calistoga from Junction Route 128 to Silverado Trail.</td>
<td>0G530</td>
<td>201.121</td>
<td>1,000</td>
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<td>1,605</td>
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<tr>
<td>4</td>
<td>Napa</td>
<td>128</td>
<td>4.0/4.6</td>
<td>Overlay asphalt concrete and replace culvert drainage aprons.</td>
<td>4C351</td>
<td>201.121</td>
<td>700</td>
<td>5</td>
<td>450</td>
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<td>4</td>
<td>Sonoma</td>
<td>101</td>
<td>R54.2/56.2</td>
<td>Resurface failed asphalt concrete pavement and repair drainage system.</td>
<td>2G600</td>
<td>201.120</td>
<td>1,000</td>
<td>5</td>
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<tr>
<td>4</td>
<td>San Mateo</td>
<td>280</td>
<td>9.6/11.0</td>
<td>Remove and replace asphalt concrete pavement.</td>
<td>2G630</td>
<td>201.121</td>
<td>1,000</td>
<td>5</td>
<td>600</td>
<td>1,605</td>
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<td>4</td>
<td>San Mateo</td>
<td>1</td>
<td>35.9</td>
<td>Install northbound and southbound left-turn channelizers.</td>
<td>3A720</td>
<td>201.015</td>
<td>610</td>
<td>5</td>
<td>325</td>
<td>940</td>
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**District 4 Total**

$ 5,310 30 $ 3,175 $ 8,515

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<th>Construction</th>
<th>Operations</th>
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<tr>
<td>5</td>
<td>Monterey</td>
<td>1</td>
<td>0.3/0.9</td>
<td>Replace failed culverts about 10.0 miles south of Gorda and at 3.8 miles north of San Carpoforo.</td>
<td>49370</td>
<td>201.150</td>
<td>478</td>
<td>6</td>
<td>662</td>
<td>1,146</td>
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<tr>
<td>5</td>
<td>Monterey</td>
<td>1</td>
<td>0.3</td>
<td>Replace culvert at Pepperwood Gulch at 0.3 mile north of Monterey County Line.</td>
<td>0R810</td>
<td>201.151</td>
<td>578</td>
<td>30</td>
<td>650</td>
<td>1,258</td>
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<td>5</td>
<td>San Luis Obispo</td>
<td>46</td>
<td>4.1</td>
<td>Replace culvert at 4.1 miles east of Junction Route 1.</td>
<td>0C330</td>
<td>201.150</td>
<td>1,000</td>
<td>6</td>
<td>1,000</td>
<td>2,006</td>
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<tr>
<td>5</td>
<td>Santa Cruz</td>
<td>129</td>
<td>3.5</td>
<td>Replace culvert near Watsonville at 0.9 mile east of Coward Creek Bridge.</td>
<td>0H430</td>
<td>201.150</td>
<td>817</td>
<td>1</td>
<td>406</td>
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**District 5 Total**

$ 2,873 43 $ 2,718 $ 5,634

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<tbody>
<tr>
<td>6</td>
<td>Fresno</td>
<td>5</td>
<td>44.7/45.1</td>
<td>Reconstruct northbound short approach tapers to correct the grade to prevent vehicles from launching onto the bridge deck.</td>
<td>0N010</td>
<td>201.121</td>
<td>750</td>
<td>-</td>
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<td>6</td>
<td>Fresno</td>
<td>99</td>
<td>0.0/16.5</td>
<td>Install vehicle detection systems.</td>
<td>0M760</td>
<td>201.315</td>
<td>984</td>
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<td>514</td>
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<td>6</td>
<td>Fresno</td>
<td>168</td>
<td>R7.8</td>
<td>Install ramp metering at Fowler Avenue.</td>
<td>0M990</td>
<td>201.310</td>
<td>777</td>
<td>-</td>
<td>600</td>
<td>1,377</td>
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<td>6</td>
<td>Kern</td>
<td>178</td>
<td>41.6</td>
<td>Construct new office building at Bodfish Maintenance Station.</td>
<td>0M400</td>
<td>201.352</td>
<td>529</td>
<td>-</td>
<td>800</td>
<td>1,329</td>
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<tr>
<td>6</td>
<td>Kings</td>
<td>5</td>
<td>19.1</td>
<td>Relocate 2 changeable message signs and construct maintenance vehicle pullouts to allow maintenance personnel safe access.</td>
<td>0L800</td>
<td>201.235</td>
<td>625</td>
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<tr>
<td>6</td>
<td>Kings</td>
<td>43</td>
<td>18.1/18.4</td>
<td>Install traffic signals.</td>
<td>0M900</td>
<td>201.310</td>
<td>935</td>
<td>50</td>
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**District 6 Total**

$ 4,600 50 $ 3,264

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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>1</td>
<td>32.6</td>
<td>Install new traffic signal and reconstruct access ramps.</td>
<td>4T420</td>
<td>201.310</td>
<td>420</td>
<td>-</td>
<td>380</td>
<td>800</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>5</td>
<td>3.6</td>
<td>Repair and install cable railing,</td>
<td>4S190</td>
<td>201.230</td>
<td>500</td>
<td>-</td>
<td>450</td>
<td>950</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>5</td>
<td>88.6</td>
<td>Install new traffic signal and reconstruct access ramps,</td>
<td>4T350</td>
<td>201.352</td>
<td>995</td>
<td>-</td>
<td>800</td>
<td>1,795</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>5</td>
<td>Various</td>
<td>Construct new pedestrian curb ramps to comply with American With Disabilities Act.</td>
<td>4T440</td>
<td>201.361</td>
<td>550</td>
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<td>Variance</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>Relinquish drainage facilities to Los Angeles Flood Control District. Financial Contribution Only (FCO).</td>
<td>4H350</td>
<td>201,160</td>
<td>$308</td>
<td>- $</td>
<td>910 $</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>Remove invasive vegetation and control exotic plants.</td>
<td>4T470</td>
<td>201,210</td>
<td>$990</td>
<td>- $</td>
<td>650 $</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>Install concrete barrier railing, upgrade connector lighting, and profile grinding.</td>
<td>4T370</td>
<td>201,015</td>
<td>$650</td>
<td>- $</td>
<td>650 $</td>
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<tr>
<td>7</td>
<td>Los Angeles</td>
<td>Plant additional trees and groundcover to blend into surrounding community and adjacent mainline landscape.</td>
<td>4T460</td>
<td>201,210</td>
<td>$372</td>
<td>- $</td>
<td>373 $</td>
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<tr>
<td>7</td>
<td>Ventura</td>
<td>Install metal beam guardrail.</td>
<td>4T430</td>
<td>201,015</td>
<td>$620</td>
<td>- $</td>
<td>620 $</td>
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**District 7 Total**

$5,405 $ - $5,383

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<th>Variance</th>
<th>Total</th>
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<tbody>
<tr>
<td>8</td>
<td>Riverside</td>
<td>Upgrade existing sewage system and water treatment system in Cactus City Safety Roadside Rest Area.</td>
<td>0L900</td>
<td>201,250</td>
<td>$850</td>
<td>- $</td>
<td>720 $</td>
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<tr>
<td>8</td>
<td>Riverside</td>
<td>Replace failing septic tank and pumps with new sewage treatment system at 17.5 miles west of Blythe at Wiley's Well Safety Roadside Rest Area.</td>
<td>0L590</td>
<td>201,250</td>
<td>$550</td>
<td>- $</td>
<td>580 $</td>
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<tr>
<td>8</td>
<td>Riverside</td>
<td>Install changeable message signs (CMS) and highway advisory radio and environmental sensor unit from Blythe Weigh Station to the Arizona State Line.</td>
<td>0N980</td>
<td>201,315</td>
<td>$950</td>
<td>- $</td>
<td>680 $</td>
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<tr>
<td>8</td>
<td>Riverside</td>
<td>Install metal beam guardrail near El Sinore east of Cariso Camp Ground Road.</td>
<td>0M420</td>
<td>201,015</td>
<td>$725</td>
<td>- $</td>
<td>636 $</td>
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<tr>
<td>8</td>
<td>Riverside</td>
<td>Extend lane in Riverside from Blaine Street off-ramp to University Avenue off-ramp.</td>
<td>0N890</td>
<td>201,310</td>
<td>$900</td>
<td>- $</td>
<td>680 $</td>
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<tr>
<td>8</td>
<td>Riverside</td>
<td>Upgrade drinking water system at Desert Center Maintenance Station.</td>
<td>0N710</td>
<td>201,315</td>
<td>$457</td>
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<td>360 $</td>
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<td>8</td>
<td>San Bernardino</td>
<td>Upgrade pedestrian facilities, remove metal beam guardrail, and pave walkway.</td>
<td>0M830</td>
<td>201,378</td>
<td>$835</td>
<td>50 $</td>
<td>690 $</td>
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<tr>
<td>8</td>
<td>San Bernardino</td>
<td>Install metal beam guardrail and end treatments near Big Bear City from Cactus Road to 0.8 mile south of Marble Canyon Road.</td>
<td>0N400</td>
<td>201,015</td>
<td>$900</td>
<td>- $</td>
<td>642 $</td>
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<tr>
<td>8</td>
<td>San Bernardino</td>
<td>Install and upgrade curb ramps, median island passageways, sidewalk, and pedestrian push buttons.</td>
<td>0P670</td>
<td>201,378</td>
<td>$500</td>
<td>50 $</td>
<td>500 $</td>
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<tr>
<td>8</td>
<td>San Bernardino/Riverside</td>
<td>Install exit numbering signs at various locations.</td>
<td>0C743</td>
<td>201,170</td>
<td>$650</td>
<td>- $</td>
<td>383 $</td>
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<tr>
<td>8</td>
<td>San Bernardino</td>
<td>Install traffic signals in the City of San Bernardino from Route 215 northbound and southbound ramps to Palm Avenue and Kendall Drive.</td>
<td>0M400</td>
<td>201,310</td>
<td>$900</td>
<td>2 $</td>
<td>660 $</td>
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<tr>
<td>8</td>
<td>San Bernardino</td>
<td>Construct emulsion tanks at various Maintenance Stations in Cajon, Slover, Vidal Junction, Barstow, Mountain Pass, Victorville and Essex.</td>
<td>0N140</td>
<td>201,352</td>
<td>$900</td>
<td>- $</td>
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**District 8 Total**

$9,117 $102 $6,871
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<tbody>
<tr>
<td>9</td>
<td>Inyo</td>
<td>Widen shoulder from 4 feet to 8 feet and install rumble strips.</td>
<td>35260</td>
<td>201.015 $935 $25 $842 $1,802</td>
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<tr>
<td>9</td>
<td>Inyo</td>
<td>Upgrade Independence Maintenance Station.</td>
<td>34240</td>
<td>201.352 $1,000 $- $900 #VALUE!</td>
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<tr>
<td>9</td>
<td>Mono</td>
<td>Upgrade sidewalks to comply with American With Disabilities Act standards.</td>
<td>35010</td>
<td>201.361 $500 $15 $450 $965</td>
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<tr>
<td>9</td>
<td>Mono</td>
<td>Install changeable message sign to alert motorist of current highway conditions.</td>
<td>35270</td>
<td>201.315 $350 $- $315 $665</td>
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<tr>
<td>9</td>
<td>Mono</td>
<td>Construct mechanics facility with crew room at the Lee Vining Maintenance Station (L5710).</td>
<td>35230</td>
<td>201.352 $1,000 $- $900 $1,900</td>
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<td>10</td>
<td>Amador</td>
<td>Construct retaining wall.</td>
<td>0U680</td>
<td>201.150 $460 $- $425 $885</td>
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<tr>
<td>10</td>
<td>San Joaquin</td>
<td>Install changeable message signs at various locations.</td>
<td>0S760</td>
<td>201.315 $990 $- $735 $1,743</td>
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<tr>
<td>10</td>
<td>Santa Clara</td>
<td>Install 3 changeable message signs within District 4 jurisdiction for traffic monitoring in District 10.</td>
<td>0Q800</td>
<td>201.315 $750 $- $282 $1,032</td>
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<tr>
<td>10</td>
<td>Stanislaus</td>
<td>Widen roadway in River Bank City to match existing travel way and construct sidewalk and driveway access to comply with American With Disabilities Act.</td>
<td>0C900</td>
<td>201.310 $630 $32 $907 $1,569</td>
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<tr>
<td>10</td>
<td>Stanislaus</td>
<td>Upgrade intersections, overcrossing, and highway segment to comply With American With Disabilities Act (ADA).</td>
<td>0U480</td>
<td>201.361 $363 $70 $390 $823</td>
<td></td>
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<tr>
<td>10</td>
<td>Tuolumne</td>
<td>Construct soldier pile wall to mitigate erosion.</td>
<td>0S240</td>
<td>201.150 $650 $- $1,030 $1,680</td>
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<tr>
<td>10</td>
<td>Tuolumne</td>
<td>Construct eastbound acceleration lane.</td>
<td>0P160</td>
<td>201.310 $780 $8 $801 $1,589</td>
<td></td>
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<tr>
<td>11</td>
<td>San Diego</td>
<td>Construct and rehabilitate drainage systems in the Cities of La Mesa and El Cajon.</td>
<td>40500</td>
<td>201.151 $400 $- $250 $650</td>
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<tr>
<td>11</td>
<td>San Diego</td>
<td>Overlay and cold plane connector ramps in the City of San Diego.</td>
<td>40730</td>
<td>201.120 $1,000 $- $600 $1,600</td>
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<td>11</td>
<td>San Diego</td>
<td>Construct left-turn pocket channelization from 0.8 mile west to 0.3 mile east of Pauma Valley Drive.</td>
<td>40480</td>
<td>201.310 $1,000 $300 $500 $1,800</td>
<td></td>
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<tr>
<td>11</td>
<td>San Diego</td>
<td>Restore and rehabilitate 5 pump stations at various locations.</td>
<td>29710</td>
<td>201.250 $600 $- $300 $900</td>
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<tr>
<td>11</td>
<td>San Diego</td>
<td>Overlay and cold plane ramps at various locations.</td>
<td>40720</td>
<td>201.120 $1,000 $- $600 $1,600</td>
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<tr>
<td>11</td>
<td>San Diego</td>
<td>Construct accessible pedestrian infrastructure at 62 Park and Ride locations to comply with American With Disabilities Act.</td>
<td>40600</td>
<td>201.378 $900 $- $650 $1,550</td>
<td></td>
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</tbody>
</table>

**District 9 Total**

| Total | $3,785 | $40 | $3,407 |

**District 10 Total**

| Total | $4,623 | $110 | $4,588 |

**District 11 Total**

<p>| Total | $7,111 | $150 | $6,961 |</p>
<table>
<thead>
<tr>
<th>District 11 Total</th>
<th>$</th>
<th>4,900</th>
<th>$</th>
<th>300</th>
<th>$</th>
<th>2,900</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Orange 57 13.4/14.8</td>
<td>Install and upgrade curb ramps and pedestrian facilities at the interchanges of Ball Road and Lincoln Avenue to comply with American With Disabilities Act standards.</td>
<td>0M160 201.361</td>
<td>$ 790</td>
<td>$ 10</td>
<td>$ 790</td>
<td>1,590</td>
</tr>
<tr>
<td>12 Orange 405 5.4</td>
<td>Add decal lane and widen ramp.</td>
<td>0M130 201.310</td>
<td>$ 759</td>
<td>$ -</td>
<td>$ 759</td>
<td>1,518</td>
</tr>
<tr>
<td>12 Orange 405 0.0/7.8</td>
<td>Upgrade and install curb ramps, sidewalk and pedestrian push buttons to comply with American With Disabilities Act standards.</td>
<td>0M140 201.378</td>
<td>$ 668</td>
<td>$ 10</td>
<td>$ 668</td>
<td>1,346</td>
</tr>
<tr>
<td>12 Orange 405 6.4/7.4</td>
<td>Install irrigation systems and plant new vegetation.</td>
<td>0F550 201.210</td>
<td>$ 950</td>
<td>$ -</td>
<td>$ 950</td>
<td>1,900</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District 12 Total</th>
<th>$ 3,167</th>
<th>$ 20</th>
<th>$ 3,167</th>
<th>$ 6,354</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statewide Total</td>
<td>$ 55,470</td>
<td>$ 836</td>
<td>$ 46,128</td>
<td>$ 42,989</td>
</tr>
</tbody>
</table>

### Original/Initial Minor Program Target Allocations

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total FY 2011-12 Statewide Total Minor A Projects</td>
<td>$ 55,470</td>
</tr>
<tr>
<td>Total FY 2011-12 Minor B Lump Sum</td>
<td>$ 19,077</td>
</tr>
<tr>
<td>Total FY 2011-12 Minor A and B Program (excluding Right-of-Way)</td>
<td>$ 74,547</td>
</tr>
<tr>
<td>Total FY 2011-12 Minor Program Right-of-Way Allocation</td>
<td>$ 1,591</td>
</tr>
<tr>
<td>Total FY 2011-12 Statewide Capital Outlay (Including Right-of-Way)</td>
<td>$ 76,138</td>
</tr>
<tr>
<td>Total FY 2011-12 Statewide Capital Outlay Support</td>
<td>$ 74,862</td>
</tr>
<tr>
<td>Total FY 2011-12 Minor Program (including Right-of-Way)</td>
<td>$ 151,000</td>
</tr>
</tbody>
</table>
Date: July 1, 2011

To: Tahoe Transportation Commission (TTC)

From: TMPO Staff

Subject: Recommend Approval of Revised Federal Statewide Transportation Improvement Program/ Federal Transportation Improvement Program Amendment and Administrative Modification Procedures to the Tahoe Metropolitan Planning Organization Governing Board

Requested Action:
The TTC Board is requested to review and recommend approval of the revised Federal Statewide Transportation Improvement Program/Federal Transportation Improvement Program (FSTIP/FTIP) Amendment and Administrative Modification Procedures to the Tahoe Metropolitan Planning Organization (TMPO) Governing Board.

Background:
In November 2008, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) provided the California Department of Transportation (Caltrans) procedures on processing FSTIP/FTIP Amendment and Administrative Modifications. These procedures stated an administrative modification was to be a minor change to the FSTIP/FTIP and the funding change amount was limited to the lesser of 25 percent of the total project cost or $5 million. It also required all administrative modifications to the FSTIP to be approved by Caltrans. These requirements at times tended to be constraining.

Discussion:
Last month, the FHWA and the FTA revised the FSTIP/FTIP Amendment and Administrative Modification Procedures. The attached procedures (Attachment A) include revisions that expand the parameters of an administrative modification offering greater accountability and flexibility to Caltrans and the Metropolitan Planning Organizations (MPOs). The revised administrative modification funding change amount will increase to the lesser of 40 percent of the total project or $10 million. The revised procedures also allow Caltrans to delegate to an MPO through the Executive Director, the approval of administrative modifications to the FSTIP. Thus MPOs with delegated authority can approve administrative modifications without the need for state or federal approval. This will streamline and shorten the process of revising the FSTIP.

Additional Information:
If you have any comments or questions regarding this item, please contact Judy Weber at jweber@trpa.org or (775) 589-5203.

Attachment:
A. Revised FSTIP/FTIP Administrative Modifications and Amendments Procedures with cover letters
June 7, 2011

Metropolitan Planning Organizations Executive Directors
Regional Transportation Planning Agencies Executive Directors

Dear Executive Directors:

The purpose of this letter is to inform you that the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have revised the Federal Statewide Transportation Improvement Program (FSTIP)/Federal Transportation Improvement Program (FTIP) Amendments and Administrative Modification Procedures.

The attached procedures, which are effective immediately, include revisions that expand the parameters of an administrative modification offering greater accountability and flexibility to the California Department of Transportation (Caltrans) and the Metropolitan Planning Organizations (MPOs). The revised procedures also allow Caltrans to delegate to an MPO the approval of administrative modifications to the FSTIP. Thus MPOs with delegated authority can approve administrative modifications without the need for state or federal approval. This will streamline and shorten the process of revising the FSTIP.

The following procedures apply to any MPO planning to receive a delegation from Caltrans to approve administrative modifications to the FSTIP.

1. The MPO must submit to Caltrans a board action to approve administrative modifications to the FSTIP in accordance with the attached Amendment and Administrative Modification Procedures.
2. In addition, the MPO board may delegate the approval of administrative modifications to the MPO executive director. If the board delegates the approval to the executive director, the board action must also be submitted to Caltrans.
3. After receiving the board action, Caltrans will send a letter to each MPO delegating approval of FSTIP administrative modifications.

Once an MPO receives delegation from Caltrans to approve administrative modifications, the following procedures apply.

1. Prior to the MPO’s approval of FTIP/FSTIP administrative modifications, the MPO may consult with Caltrans on proposed changes.

"Caltrans improves mobility across California"
2. Caltrans may provide cursory review of the administrative modification prior to the MPO’s approval.
4. The MPO shall send copies of the approved administrative modifications to Caltrans, FHWA, FTA, and other stakeholders. Caltrans will post the approved administrative modifications on the Division of Transportation Programming Website.
5. Caltrans will regularly review the MPO’s approved administrative modifications and will reject changes that do not comply with the attached procedures. In such cases the MPO must correct all noncompliance.
6. Caltrans will withdraw its delegation from any MPO that is found to be consistently noncompliant with the above and the attached procedures.

For those MPOs that do not apply for a Caltrans delegation, no action is required and the existing approval process will remain in effect.

If you have any questions, please call Muhaned Aljabiry at (916) 654-2983.

Sincerely,

RACHEL FALSETTI, Chief
Division of Transportation Programming

Attachment

"Caltrans improves mobility across California"
Mr. Malcolm Dougherty, Acting Caltrans Director  
California Department of Transportation  
1120 N Street  
Sacramento, CA 95814

Attention: Federal Resources Office, M.S. 82  
For Rachel Falsetti, Division of Transportation Programming

SUBJECT: Revised Federal – Federal Statewide Transportation Improvement Program (FSTIP) and Federal Transportation Improvement Program (FTIP) Amendment and Administrative Modification Procedures

In our letter dated November 17, 2008, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) provided the California Department of Transportation (Caltrans) procedures on the FSTIP/FTIP Administration Modification and Amendment process.

Working in coordination with Caltrans, FTA and FHWA have revised the FSTIP/FTIP Administration Modification and Amendment Procedures. The enclosed revised procedures provide much more flexibility, and in the spirit of FHWA’s Every Day Counts Initiative, should shorten project delivery time by allowing for fewer formal amendments which generally take longer to process.

The revised procedures detail what specific types of programming changes to the FSTIP/FTIPs may be made as administrative modifications, for which approval has been delegated to the State, and what changes must be submitted to FHWA and/or FTA for approval as formal amendments. These procedures are intended to offer more flexibility to Caltrans and the Metropolitan Planning Organizations (MPOs) as well as clarify the parameters of an administrative modification.

Throughout the FSTIP/FTIP Administration Modification and Amendment Procedures update process, the FHWA and FTA have been very pleased with our partnership with Caltrans. This effort highlights Caltrans’ continued dedication to the stewardship of the Federal-aid Program. More specifically, the FHWA and FTA extend great appreciation to Caltrans Office of Federal Transportation Management Program Chief, Mr. Muhaned Aljabiry and his staff.
If you have any questions regarding the attached procedures, please contact Ray Sukys, FTA, at 415-744-2802 (Raymond.Sukys@dot.gov) or Sue Kiser, FHWA, at 916-498-5009 (Sue.Kiser@dot.gov).

Sincerely,

Leslie T. Rogers
Regional Administrator
Federal Transit Administration

For
Robert F. Tally Jr.
Acting Division Administrator
Federal Highway Administration

Enclosure
cc: (e-mail)
Muhamed Aljabiry, Caltrans Programming
Abhijit Bagde, Caltrans Programming
Ray Sukys, FTA
Ted Matley, FTA
Scott Carson, FHWA
Cecilia Crenshaw, FHWA
Jermaine Hannon, FHWA
Wade Hobbs, FHWA
Sue Kiser, FHWA
Aimee Kratovil, FHWA
Michael Morris, FHWA
Stew Sonnenberg, FHWA
Joseph Vaughn, FHWA

JRH/km
FSTIP/FTIP Administrative Modifications and Amendments Procedures

The following procedures are applicable for processing amendments and administrative modifications to the Federal – Statewide Transportation Improvement Program (FSTIP) and the Federal Transportation Improvement Programs (FTIPs).

Projects programmed in the FSTIP may be delivered in any of the recognized program years of the FSTIP provided Expedited Project Selection Procedures (EPSPs) have been adopted by the MPOs in accordance with 23 CFR 450, and the required interagency consultation or coordination is accomplished and documented. Changing the obligation year of a project using EPSP does not require an administrative modification or an amendment if the change does not require an air quality conformity determination.

1. Administrative Modifications:

An administrative modification is a minor change to the FSTIP/FTIP that does not require a conformity determination, a demonstration of fiscal constraint, public review and comment, or federal approval. The following changes to the FSTIP/FTIP can be processed through administrative modifications:

i. Revise description of a project or a grouped project listing without changing the project scope or without conflicting with the approved environmental document;

ii. Revise the funding amount listed for a project or a project phase. Additional funding is limited to the lesser of 40 percent of the total project cost or $10 million. Programming capacity must be available in the FSTIP/FTIP prior to programming the modification and stated in the supporting documentation. See Table below for examples;

(Note: Updated FTIP financial plans may be requested by Caltrans to validate fiscal constraint, if a MPO has processed only Administrative Modifications for a period of six months or more.)

<table>
<thead>
<tr>
<th>Initial Project Cost</th>
<th>New Project Cost</th>
<th>Total Sum Increase</th>
<th>% Change in Cost</th>
<th>% Change &lt; or = 40%</th>
<th>Total Sum Increased is &lt; or = $10M</th>
<th>Type of Amendment (Formal or Administrative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,400,000</td>
<td>$400,000</td>
<td>40%</td>
<td>Yes</td>
<td>Yes</td>
<td>Administrative</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>$15,000,000</td>
<td>$5,000,000</td>
<td>50%</td>
<td>No</td>
<td>Yes</td>
<td>Formal</td>
</tr>
<tr>
<td>$500,000,000</td>
<td>$510,000,000</td>
<td>$10,000,000</td>
<td>2%</td>
<td>Yes</td>
<td>Yes</td>
<td>Administrative</td>
</tr>
<tr>
<td>$100,000</td>
<td>$140,000</td>
<td>$40,000</td>
<td>40%</td>
<td>Yes</td>
<td>Yes</td>
<td>Administrative</td>
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<tr>
<td>$400,000</td>
<td>$1,000,000</td>
<td>$600,000</td>
<td>150%</td>
<td>No</td>
<td>Yes</td>
<td>Formal</td>
</tr>
<tr>
<td>$2,500,000</td>
<td>$3,000,000</td>
<td>$500,000</td>
<td>20%</td>
<td>Yes</td>
<td>Yes</td>
<td>Administrative</td>
</tr>
</tbody>
</table>

iii. Program Preliminary Engineering (PE) phase, provided the Right of Way and/or Construction phase(s) are already programmed in the current
FSTIP/FTIP and additional funding amounts stay within the limits specified in Section ii.

(Note: Activities done prior to Federal Authorization are not eligible for Federal participation.)

iv. A cost decrease has no cap as long as reduction in cost does not result in deletion of a project or a phase, and the affected project phase is still fully funded.

v. Change source of funds.

vi. Change a project lead agency.

vii. Program Federal funds for Advance Construction conversion, programming capacity must be available in the FSTIP/FTIP prior to programming the conversion.

viii. Change the program year of funds within the current FSTIP/FTIP provided MPO has adopted EPSP in accordance with 23 CFR 450.

ix. Split or combine an individually listed project or projects, provided that the schedule and scope remain unchanged.

x. Change grouped project listings description as long as it is consistent with the Programming Grouped Project Listings in Air Quality Non-Attainment or Maintenance Areas guidance.

xi. Add or delete a project or projects from a grouped project listing, provided the funding amount stays within the limits specified in Section ii.

xii. Program emergency repair projects on the state highways as a result of a natural disaster or catastrophic failure from an external cause, and that are not covered by the Emergency Relief Program, provided that these projects are exempt from Air Quality Conformity Requirements.

xiii. Re-program a project for which FHWA funds were transferred to FTA in the prior FSTIP/FTIP and FTA has not approved the grant yet. The project can be programmed in the current FSTIP/FTIP via an administrative modification provided there is no change in the original scope or cost. Program the project using fund type “FTA 5307 (FHWA Transfer Funds)” in the FSTIP/FTIP.

xiv. Program an FTA funded project from the prior FSTIP/FTIP into the current FSTIP/FTIP provided there is no change in the original scope or cost. Use the project description field (or “CTIPS MPO Comments” section) to list the year, amount, and type of the prior year funds.

xv. Make minor changes to an FTA funded grouped project listing. Minor changes include changing the number of transit vehicles purchased by 20% or less and changing the fuel type of transit vehicles. The MPO must take the change through its interagency consultation procedures to confirm that the change in scope is minor.

2. Amendments:

Amendments are all other modifications to the FSTIP/FTIP that are not included under administrative modifications and shall be approved in accord with the provisions of 23
CFR 450.326 for each metropolitan area in the State, and in accord with the provisions of 23 CFR 450.216 for the non-metropolitan area.

3. Procedures:

a. Administrative Modifications:

MPOs with approval delegation from Caltrans
Caltrans may delegate to an MPO’s Board the authority to approve administrative modifications. In such a case, no Caltrans approval of administrative modifications is required. If the MPO Board has delegated the authority to the Executive Director to approve administrative modifications, the MPO must provide copies of the delegation to Caltrans, FHWA, and FTA. The MPO must send copies of the approved administrative modification to Caltrans, FHWA, and FTA. Once approved by the MPO, the administrative modification will be deemed part of the FSTIP. The MPO will demonstrate in a subsequent amendment that the net financial change from each administrative modification has been accounted for. Caltrans will conduct periodic reviews of MPO’s administrative modification process to confirm adherence to these procedures. Noncompliance with these procedures will result in revocation of that MPO’s delegation.

MPOs without approval delegation from Caltrans
Each MPO’s administrative modification will be forwarded to Caltrans Division of Transportation Programming for approval. If the MPO Board has delegated the authority to the Executive Director to sign off on administrative modifications, the MPO must provide copies of the delegation to Caltrans, FHWA, and FTA. The MPO must send copies of the administrative modification to Caltrans, FHWA, and FTA. In addition, the MPO must demonstrate in a subsequent amendment that the net financial change from each administrative modification has been accounted for. Once approved by Caltrans, the administrative modification will be deemed part of the FSTIP since no Federal action is required. Caltrans will notify FHWA and FTA of the approved administrative modification.

(Note: If it is found that an approved administrative modification does not meet the criteria of an administrative modification, FHWA and FTA reserves the right to reject that administrative modification and require a formal amendment.)

b. Amendments:

Amendments to the FSTIP must be developed in accordance with the provisions of 23 CFR 450, and approved by FHWA and/or FTA in accordance with 23 CFR 450 and the July 15, 2004 MOU between FHWA – California Division and FTA Region 9. Each amendment must be forwarded to Caltrans Division of Transportation Programming for approval on behalf of the Governor. To expedite processing, the MPO will also forward a copy of the submitted amendment to FHWA and FTA at the same time the amendment is sent to Caltrans. Once
approved by Caltrans, the amendment will be forwarded to FHWA and/or FTA for federal approval. Once approved by FHWA and/or FTA, the amendment will be deemed part of the FSTIP. The FHWA and/or FTA approval letter and respective Conformity Determination will be addressed to Caltrans, with copies sent to the MPO.

4. Consultation:

If a question arises regarding the interpretation of what constitutes an administrative modification or an amendment, Caltrans, the MPO, FHWA and/or FTA will consult with each other to resolve the question. If after consultation the parties disagree, the final decision rests with FTA, for transit projects, and FHWA, for highway projects.

Any exception to these procedures is allowed only through consultation among MPOs, Caltrans, and FHWA/FTA. FTA, for transit projects, and FHWA, for highway projects, will have the final decision whether or not such an exception is granted.
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation Commission (TTC) Board of Directors

From: TMPO Staff

Subject: Review and Comment on the Regional Transportation Plan 2012 Outline, Introduction, and Timeline

Action Requested:
No action necessary, this is an informational item only. The TTC Board is requested to review and provide feedback on the attached Regional Transportation Plan 2012 (RTP) Outline, Introduction and Timeline.

Background:
As mentioned at the June TTC meeting, the TMPO staff will be using the TTC as the Technical Advisory Committee for development of the RTP 2012, and will provide frequent updates to the TTC. At previous TTC meetings, staff has presented the TMPO’s greenhouse gas targets and preliminary strategies for meeting those targets, public outreach information, and a draft project list.

Discussion:
TMPO staff, working with the consulting firm Nelson Nygaard, has prepared an outline of the RTP and an early draft of the Introduction to the RTP (Attachments A and B). All early drafts brought to the TTC will be basically unformatted, without graphics. A Word version of the document is available upon request.

Staff requests that any comments on draft documents be provided within one month of distribution, i.e., by the subsequent TTC meeting.

Staff is also presenting an initial timeline for bringing future deliverables to the TTC. This is currently a very aggressive timeline that takes into account the need to coordinate the environmental review of the RTP with the environmental review of the TRPA Regional Plan. Under this timeline, there are approximately three months of additional time built into the end of the document approval period. Where possible, staff will integrate that additional time earlier into the schedule to facilitate effective public outreach and coordination with other related activities.
**Additional Information:**
If you have any questions or comments regarding this item, please contact Karen Fink at (775) 589-5204 or kfink@trpa.org.

**Attachments:**
- A. RTP 2012 Outline
- B. RTP 2012 Draft Introduction
- C. Timeline for future deliverables to the TTC
Draft Regional Transportation Plan 2012 Outline

Introduction
- Livability vision
- How TMPO reaches the vision.
- Policy context

Executive Summary

Chapter 1 – Regional Trends and Performance Measures
- Demographic and economic trends
- Anticipated transportation demand
- System performance measures

Chapter 2 – Goals and Policies
- Goals and policies

Chapter 3 - Sustainable Communities Strategy
- Existing land uses
- Housing needs
- Transportation network to serve needs
- Resource areas and farmland
- Forecast development pattern to achieve GHG reduction targets
- Compliance with Clean Air Act

Chapter 4 – Existing and Proposed Transportation System
- Network Development
  - Project Prioritization Framework
  - System performance monitoring
- Roadway network
- Transit network
- Bicycle and pedestrian networks
- Goods movement system
- Aviation and airport access
- Public safety/disaster preparedness

Chapter 5 – Transportation Demand Management
- Transportation Demand Management (TDM) strategies
Chapter 6 - Financial Approach
- Unconstrained Needs
- Revenue Constrained Scenario
- Revenue Assumptions

Chapter 7 - Social Equity (Title VI and Environmental Justice)
- Identify ‘communities of concern’
- Assess impact of RTP on Low Income and Minority populations

Chapter 8 - Public Participation
- Public Participation Plan
- Summary of outreach activities to date
- Opportunities to give input on the draft RTP

Chapter 9–Implementation
- Strategies and actions summary table

Documentation/Appendices
- Scenario detail
- Air Quality Planning and Transportation Conformity
- Tribal Consultation
- Sustainable Communities Strategy background/detail from SMP
- List of related studies/reports/plans
- EIR/EIS
Introduction

Overview

The Lake Tahoe Basin is a unique and sensitive natural environment, home to approximately 54,000 full
time residents, and a destination for millions of visitors each year. The region seeks to invest in a
transportation system that improves quality of life for residents and visitors, promotes economic vitality,
preserves and restores the ecology of the region, and minimizes the Lake Tahoe Basin’s impact on the
global climate.

To help meet these goals, the Tahoe Regional Planning Agency (TRPA) and the Tahoe Metropolitan
Planning Organization (TMPO) are jointly updating the Basin’s Regional Transportation Plan. This plan
includes the policies, investments, and funding strategies that will shape the region’s transportation
system over the next 25 years. The Plan will also help to guide an update of the TRPA Regional Plan.
Finally, the plan meets the challenge of California’s Senate Bill 375 by presenting an integrated set of land
use plans and transportation investments that will allow the region to achieve targets for reducing
greenhouse gas emissions by 2035.

The Lake Tahoe Region’s Vision for Livability and
Sustainability

Over the last four decades, the people of the Lake Tahoe region have developed a shared vision for the
type of transportation system they would like to create. Beginning with the bi-state compact in 1969, and
more recently through participation in several public dialogue processes, Tahoe residents have called for
investment in walkable, mixed-use town centers served by reliable and convenient public transit, with
streets that encourage biking and walking as much as driving. Achieving this vision will help to:

*Improve quality of life.* A balanced transportation system can help to preserve and enhance the
character of communities in the region, providing a unique identity and a sense of “place” in each
community. Neighborhoods and commercial centers that are designed for transit, walking and biking
provide benefits such as easy access to goods and services, and savings in transportation costs.
Travelling by foot or by bike can also be an enjoyable mode of travel for both recreation and every day
drips. Multimodal transportation options also promote equity, and the ability to attract workers.

*Promote economic vitality.* As the Tahoe region’s economy has struggled in recent years, peer
recreational economies have thrived by removing barriers to appropriate redevelopment of existing
developed areas; providing transportation choices; cultivating walkable, mixed use communities; and
promoting eco-tourism. A sustainable transportation system can enhance the Lake Tahoe region’s appeal
as a “green” destination.

*Preserve and restore the ecology of the region.* A balanced multimodal transportation system and a
walkable community form can help create and preserve a healthy local environment. This relationship is
recognized by the threshold indicators in the bi-state compact, which aim to reduce vehicle miles travelled,
and reduce pollutants from auto emissions. These policies and strategies will also prepare the region for
possible climate change impacts. The shape of the region’s streets and buildings, particularly when it
comes to the amount of ground covered by asphalt or other impermeable surfaces, is also extremely
important for the health and clarity of Lake Tahoe due to its influence on rainwater runoff.
**Provide an Action-Oriented Plan to Accelerate Gain on the Ground.** Restoring our communities and environment through coordinated investments between the public and private sectors is critical to realizing further environmental and economic gains. Strategic transportation infrastructure investments will catalyze environmental redevelopment and other restoration projects through the leveraging of funding and coordinated construction schedules.

**Investing in the Vision**

While the Lake Tahoe Region has long shared a vision for a more balanced and sustainable transportation system, most of the region remains heavily dependent on private vehicle travel for mobility. Convenient transportation choices are limited for many residents and visitors. The activities of TRPA and TMPO, in partnership with other local funding and implementing agencies, include concrete steps toward building a transportation system that is consistent with the vision. Through this plan, the regional agencies:

1. **Understand and measure how the transportation system performs.** TMPO and TRPA measure transportation system performance, trends in the population and the economy, and changes in the natural environment. Chapter 1 of this Plan summarizes the ongoing demographic and economic trends in the region, forecasts changes in transportation demand over the next 25 years, and describes the measures that TRPA and TMPO will use to assess system performance.

2. **Set goals and policies.** Based on the region’s transportation vision, TMPO and TRPA set goals for the transportation system and policies to guide investment in the system. Chapter 2 of this Plan lays out the region’s goals and policies for transportation.

3. **Integrate transportation and land use plans.** There is a powerful relationship between how the region uses land and how people travel. Compact, mixed use development patterns can help to support diverse transportation options. TRPA and TMPO work to ensure that land use regulations and transportation investments help achieve the region’s vision for sustainability. Chapter 3 of this plan includes the region’s Sustainable Communities Strategy, a plan for integrating transportation investments with land use plans in a way that allows the region to meet targets for reducing greenhouse gas emissions by 2035.

4. **Select balanced transportation infrastructure investments.** TRPA and TMPO work with the Tahoe Transportation District, the region’s four counties and one incorporated city, state departments of transportation, and other local implementing agencies to shape and maintain the region’s transportation infrastructure. Chapter 4 of this plan describes planned investments in the transportation system, including roadway, transit, bicycle, and pedestrian networks, the goods movement system, aviation and airport access, and disaster preparedness plans.

5. **Plan for managing the system.** TRPA and TMPO work to ensure that the region makes efficient use of its transportation infrastructure. Chapter 5 of this plan describes the Transportation Demand Management (TDM) and Transportation System Management (TSM) strategies that the region will use to maximize efficiency.

6. **Fund the vision.** TMPO and TRPA are responsible for directing local, state, and federal transportation funds to help meet the region’s goals. Chapter 6 of this plan describes the financial approach, including the funding sources that TRPA will use to pay for the investments in the Plan.

7. **Include everyone.** TMPO and TRPA work to build a transportation system that meets the needs of all its residents, workers, and visitors. Chapter 7 of this plan describes how the plan responds to
the needs of low income and minority populations, people with limited English proficiency, and people with disabilities.

8. **Tailor plans to the community’s vision.** TMPO and TRPA make investment decisions based on broad input from the Lake Tahoe community. In recent years, the region’s transportation and land use planning vision has been refined through extensive community participation in events such as the Pathway Collaboration, Place-Based Planning, Regional Vision, and The Forum. The investments in this Plan have been shaped by further public participation in the Regional Transportation Plan process. Chapter 8 describes the region’s overall Public Participation Plan, and summarizes the public input that guided development of the RTP.

9. **Implement the plan.** TRPA and TMPO collaborated with public and private stakeholders across the region to turn policies and plans into action. Chapter 9 of this Plan provides a detailed program of action for each stakeholder to ensure that plans are carried out in a timely and efficient way.

**Policy context**

TRPA operates under the authority of the Bi-State Compact between the states of California and Nevada, and it plays several roles under local, state, and federal law. Because of these multiple roles, this plan serves several important functions. Functions of the plan include:

- **This plan is the Regional Transportation Plan under California state law.** In the State of California, TRPA is the designated Regional Transportation Planning Agency (RTPA). In this role, TRPA is responsible for creating and updating the Regional Transportation Plan (RTP). The Regional Transportation Plan includes policies, project implementation plans, and funding strategies to meet community goals. The RTP must be consistent with the Lake Tahoe Regional Plan.

- **This plan is the region’s Long Range Transportation Plan under federal law.** TRPA is also the federally-designated Metropolitan Planning Organization (MPO) for the Lake Tahoe Basin. Acting in this role, TRPA is also known as the Tahoe Metropolitan Planning Organization (TMPO). As the federally designated MPO, TRPA/TMPO has the authority to direct some federal transportation funding. In order to do so, it maintains a Long Range Transportation Plan (LRTP). This document serves as both the California Regional Transportation Plan and the Federal Long Range Transportation Plan required under federal law. The role of Metropolitan Planning Organizations (MPOs) in allocating federal transportation funds is defined through the Safe Accountable, Flexible, Efficient, Transportation Equity Act; a Legacy for Users (SAFETEA-LU). This law promotes comprehensive planning and public participation, improved connections between nodes, meeting the needs of travelers and shippers, flexibility in targeting funds for transportation improvements, strengthening federal, state and public-private partnerships, encouraging the use of new technology, and cost-effective management of the transportation system. The law also requires that local all regional planning effort are consistent with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990.

- **This plan contains the region’s Sustainable Communities Strategy under California’s SB 375.** In its landmark law Senate Bill 375, the state of California established the process through which greenhouse gas emissions reductions must be achieved in the transportation sector. The California Air Resources Board is authorized to set targets for emissions reduction from transportation for each region. Each region is then required to create a Sustainable Communities Strategy (SCS). The SCS describes the land use scenario and transportation investments that will allow the region to meet its GHG emissions reduction targets. SB 375 states that the SCS will be
part of the Regional Transportation Plan, so that the transportation projects designated for funding by the Regional Transportation Plan are consistent with the SCS.

- **This plan will help shape the Tahoe Basin’s Regional Plan.** TRPA is the land use and transportation regulating entity for the Lake Tahoe Basin. This authority to regulate land use at the regional level is unique in the United States, and it was established through the compact in 1969 as part of the effort to protect Lake Tahoe and the natural environment in the Basin. In this role, TRPA is responsible for creating the Regional Plan, which establishes land use regulations for the entire Tahoe Basin. The plan includes Goals and Policies, as well as a Code of Ordinances regulating land use, density, parking, lot coverage, setback, and related requirements. The Regional Plan was last updated in 1987, and TRPA expects to complete another update of the Regional Plan in 2012.

- **This plan will help achieve the Bi-State Compact environmental thresholds.** Initiated in 1969 and revised in 1980, the Bi-State compact (Public Law 96-551) establishes ‘thresholds’ that measure the region’s performance on key environmental quality goals. TRPA is responsible for guiding the region’s progress towards these thresholds, which include performance metrics in the areas of air quality, water quality, soil conservation, vegetation, noise, recreation, scenic resources, fish, and wildlife. With respect to transportation planning, the Compact states: “The goal of transportation planning shall be: (A) To reduce dependency on the automobile by making more effective use of existing transportation modes and of public transit to move people and goods within the region; and (B) To reduce to the extent feasible, air pollution that is caused by motor vehicles. Where increases in capacity are required, the agency shall give preference to providing such capacity through public transportation and public programs and projects related to transportation.” The Compact also includes eight air quality indicators. Of these, two are direct measures of transportation behavior: total vehicle miles travelled (VMT) in the region and traffic volumes on US 50. Other thresholds are closely tied to transportation, because they are measures of pollutants emitted by vehicles. These indirect transportation measures are carbon monoxide, ozone, particulate matter, atmospheric nutrient loading, and visibility.

### Partners

Each section of this Regional Transportation Plan has been reviewed, discussed and revised in collaboration with TRPA and TMPO partners. Core transportation planning partners include:

- **Local governments:** This document reflects close collaboration with Washoe, Douglas, Placer, and El Dorado Counties, and the City of South Lake Tahoe to align transportation policies and deliver Capital Improvement Programs (CIPs).

- **Tahoe Transportation District:** Established under Article IX of the TRPA Compact, the Tahoe Transportation District (TTD) has the authority to own and operate public transportation systems and to issue transportation bonds to pay for transit services in the Basin. TTD and TRPA/TMPO work together closely to plan investments in transportation infrastructure and transit service.

- **Tahoe Transportation Commission:** To ensure ongoing public input, TRPA and TMPO established the Tahoe Transportation Commission (TTC) to review and discuss transportation plans, programs and projects prior to making recommendations to the policy boards. The TTC has had ongoing input on the development of this Plan.

In addition to these core planning partners TRPA and TMPO collaborate closely with several public agencies and a large number of private stakeholders. Appendix 1 lists the full range of partners consulted,
This report was funded in part through grants from the Federal Highway Administration, U.S. Department of Transportation. The views and opinions of TMPO expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.
Appendix 1 (locate at the end of the document)

TRPA and TMPO collaborate closely with several public agencies and a large number of private stakeholders in developing transportation and land use plans. This section lists the full range of partners consulted in development of this document, as well the consultation procedure documents as required by SAFETEA-LU and by CFR 450.210 and CFR 450.316. (Note for draft version: This list may not be comprehensive at this time).

Localities

- Washoe County - Washoe County maintains local roadways, and implements transportation projects in the Incline/Crystal Bay portion of Lake Tahoe.
- Douglas County – Douglas County maintains local roadways, implements transportation projects, and provides public transit.
- Placer County – Placer County maintains local roadways, implements transportation projects, and operates TART, a public transit service along the west and north shore of Lake Tahoe.
- Tahoe City Public Utility District – TCPUD implements and maintains bicycle infrastructure projects along the west shore of Lake Tahoe.
- El Dorado County – El Dorado County maintains local roadways, implements transportation projects, and provides demand response transit service for unincorporated areas outside of the City of South Lake Tahoe.
- City of South Lake Tahoe - CSLT maintains local roadways, implements transportation projects, and provides public transit service.

Local planning agencies

- Placer County Transportation Planning Agency – PCTPA works in conjunction with TRPA to coordinate unmet transit needs, transportation planning over the I-80 corridor, and coordinates transit service to Squaw Valley and Alpine Meadows along S.R. 89 between Tahoe City and the Town of Truckee. The PCTPA is the sister RTPA in Placer County.
- Washoe County Regional Transportation Commission (RTC) – Within the Basin, RTC contracts with Placer County to fund Tahoe Area Regional Transit (TART) operations in Incline Village and Crystal Bay.
- Tahoe Douglas Transportation District – The TDTD coordinates development of the Douglas County five-year Transportation Improvement Plan and approves expenditures of county Transient Occupancy Tax (hotel tax), revenues for transportation purposes at Lake Tahoe.
- Washoe Tribe of Nevada and California – As a voting member of the Tahoe Transportation Commission the Washoe Tribe provides input to the TMPO on Tribal issues.
- Carson Area Metropolitan Planning Organization (CAMPO) – Designated as the MPO for the Carson Urbanized Area CAMPO provides inter-regional input on transportation issues.
- Tahoe Transportation District – TTD facilitates, implements and delivers transportation projects in the Tahoe Basin. The District also provides operational authority for transit services within its boundaries, like Night Rider, the North Shore service that runs after TART hours on winter evenings. Under this authority, TTD is currently managing BlueGO in South Lake Tahoe as well.

State and Federal Planning Agencies
These Federal and State agencies play active and vital roles in all TMPO activities including planning, programming and facilitation of all TMPO activities.

- US FHWA – (Nevada and California Division Office & Central Federal Lands Highway Division)
- US FTA
- United States Forest Services – (LTBMU)
- Caltrans
- NDOT
- California Tahoe Conservancy – The CTC is a California State agency with responsibility for planning, programming, and coordinating state funded land restoration, public recreation, and lake access in the Basin.

**Private partners**

A number of private organizations also have an interest in transportation in the Basin. These groups work closely with the TMPO in a collaborative partnership to identify issues, gather and disseminate information, engage in transportation planning and programming, and secure public and private funds for transportation projects and programs.

- **North Lake Tahoe Resort Association (NLTRA)** – The NLTRA serves as a forum for local input and recommendations on the planning and development of tourism and community related infrastructure and transportation projects, including transit services, for which the Association is a funding partner. The source of NLTRA funding is a percentage of the Transient Occupancy Tax (TOT) funds generated in the North Lake Tahoe area of eastern Placer County. The Placer County Board of Supervisors grants these funds to the NLTRA on an annual basis.

- **South Shore Transportation Management Association (SSTMA)** – Founded in 1994, the South Shore TMA is a non-profit community forum advocating transportation and mobility solutions.

- **Truckee-North Tahoe Transportation Management Association (TNT-TMA)** – Founded in 1990, the Truckee-North Tahoe Transportation Management Association is a public-private partnership dedicated to solving traffic congestion and air quality problems in the greater Truckee-North Tahoe-Incline Village Resort Triangle. The TNT/TMA is also a non-profit, community-based organization.

- **South Tahoe Alliance of Resorts (STAR)** (information pending)

- **Resort Triangle Transportation Planning Coalition (RTTPC)** - A multi-agency coalition whose function is to coordinate, plan, program, monitor and implement capital and operational projects in the North Lake Tahoe-Truckee “Resort Triangle.” Members include Placer County, Placer County Transportation Planning Agency, Town of Truckee, Nevada County Transportation Commission, and the Tahoe Regional Planning Agency, among others.

**Consultation procedure documents**

Listed below are the consultation procedure documents as required by SAFETEA-LU and by the Code of Federal Regulations under sections CFR 450.210 and CFR 450.316.

- **Coordinated Human Services Transportation Plan (CHSTP)** – SAFETEA-LU requires a CHSTP, which requires projects receiving Job Access Reverse Commute (JARC) (5316), New
Freedom (5317) and Formula Program for Elderly Individuals and Individuals with Disabilities (5310) be developed through a CHSTP. The CHSTP, adopted by TMPO on May 28, 2008, is a “unified, comprehensive strategy for public transportation service delivery that identifies the transportation needs of individuals with disabilities, older adults, and individuals with limited income, laying out strategies for meeting these needs, and prioritizing services,” that is developed through a public process.

- **Inter-agency Air-Quality Conformity Consultation** – The Transportation Conformity Rule appears in 40 CFR Parts 51 and 93 and applies to transportation plans developed pursuant to 23 CFR part 450 or 49 CFR part 613 by a Metropolitan Planning Organization. The Transportation Conformity Rule requires all jurisdictions in non-attainment areas or who are under federally approved maintenance plans, to submit a conformity analysis if the planning or programming documents identify projects considered non-exempt. The previous conformity determination was made on November 3, 2008. In accordance with the Consultation Procedures, the TMPO requested consultation on the modeling and analytical assumptions being developed for the Conformity Analysis in conjunction with the 2008 Regional Transportation Plan update.

**Other documents**

- **Lake Tahoe Total Maximum Daily Load (TMDL)** – The Lake Tahoe TMDL focuses on reducing the loading of nitrogen, phosphorus, and fine sediment particles to the lake. Roads and motor vehicles are recognized sources of particulate matter and nitrogen. The first part of the Lake Tahoe TMDL is projected to be implemented in a similar 20 year planning horizon as the RTP, and the TMPO, TRPA and other agencies responsible for water quality must work together to meet TMDL objectives.
Draft Regional Transportation Plan 2012 – Tentative Timeline for Bringing Deliverables to the Tahoe Transportation Commission

August 2011 TTC Meeting:
- Draft Document Template
- Draft Chapter 2: Goals and Policies
- Portion of Chapter 6: Financial Approach (Revenue Table and Financially Constrained Project List)

September 2011 TTC Meeting:
- Portion of Chapter 1: Regional Trends and Performance Measures
- Draft Chapter 4 – Existing and Proposed Transportation System
- Draft Chapter 5 – Transportation Demand Strategies
- Results of first Transportation Model Run (VMT and GHG forecasts)
- Summary of content for public workshops

October/November 2011: Public Workshops for introducing Draft Sustainable Communities Strategy and basic content of RTP

Late November 2011: Send TTC first full draft of RTP

December 2011 TTC Meeting: TTC comments on RTP full draft

January-February 2012: 60-day Public Review period on first draft

March 2012 TTC Meeting: Staff report to TTC on comments received

Late March 2012: 7-day second Public Review period, if major comments received on first draft

July 2012 TTC Meeting: TTC approval of final draft and recommendation to the TMPO board

August 2012: TMPO approval of the RTP
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff


Action Requested:
It is requested the Board accept the May 20, 2011 staff summary - “Approval of Three Party Contract in Lieu of Cooperative Agreement for the Management of the Preparation of Environmental Documentation for the Tahoe Transportation District’s Capital Improvement Projects and the Tahoe Metropolitan Planning Organization’s Regional Transportation Plan Update,” as amended and directed by the Board.

Background:
On May 20, 2011, the Board held a special TTD Board meeting as directed by the Board at the regularly scheduled TTD Board meeting held on May 13, 2011. The intent of the special meeting was to allow Board members additional time to review the scope of work prepared by Ascent Environmental, Inc. related to the preparation of environmental documentation for the District’s Capital Improvement Program and Projects and Tahoe Metropolitan Planning Organization’s Regional Transportation Plan.

In preparing the staff summary for the May 20, 2011 Special Meeting, staff developed an updated Staff Summary which included a chronological history of agenda items related to this matter, the action requested, and the approved action by the Board. Within the May 20, 2011 staff summary, staff cited that the action taken by the Board at the May 13, 2011 meeting was to solely “continue” the item. However, at the May 20, 2011 meeting, Mr. Teshara clarified that direction provided to staff was to continue the item and agendize for a special Board Meeting to be held on May 20, 2011 specific to this item. Mr. Teshara requested that the May 20, 2011 staff summary be brought back to the Board at the June 2011 meeting, in an amended format, for acceptance to reflect this clarification.
**Discussion:**
As directed by the Board, staff has prepared an amended May 20, 2011 staff summary to accurately reflect the direction given by the Board as part of the May 13, 2011 meeting. The amended staff summary is included as Attachment A and clarification is denoted by underlined text in the table found on Page 3.

In addition to the Board request discussed above, the Board also requested that staff provide the Board with the Three Party Contract in its final form to reflect minor modifications/clarifications requested by the Board at the May 20, 2011 meeting. The Three Party Contract has been fully executed and has been sent to all Board members via email correspondence as requested.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Alfred Knotts at (775) 589-5503 or aknotts@tahoetransportation.org.

**Attachment:**
A. May 20, 2011 Staff Summary, as amended
MEMORANDUM

Date: May 17, 2011 (As amended May 20, 2011)
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Three Party Contract in Lieu of Cooperative Agreement for the Management of the Preparation of Environmental Documentation for the Tahoe Transportation District’s Capital Improvement Projects and the Tahoe Metropolitan Planning Organization’s Regional Transportation Plan Update

Action Requested:
It is requested the Board approve the three-party contract between Tahoe Metropolitan Planning Organization (TMPO), TTD, and Ascent Environmental, pending final legal review and concurrence.

Background:
At the April 8, 2011 TTD Board meeting, the Board approved the Task Order for Ascent Environmental to prepare Environmental Documentation for TTD’s CIP with a target of a 15-20% reduction from Ascent’s original proposed amount of $4,114,228, without jeopardizing the overall scope of work for the Project. Since the Board meeting, Staff has been diligently negotiating and working with Ascent to reduce the contract amount, while maintaining the scope of work for the project. TTD and TMPO Staff met with Ascent on April 13 to discuss areas of the proposal where reductions could potentially be made. TTD and TMPO staffs were able to clarify aspects of the scope of work that were in question and Ascent was very open to adjustments proposed by TTD and TMPO staff.

Ascent submitted a revised pricing proposal on April 28 based on discussions from the April 13 meeting and follow up discussions with staff via phone conferences. Ascent’s revised proposal came in at $3,510,490, which equates to a 14.67% reduction. Staff has extensively reviewed the revised proposal over the past week and has held additional discussions with Ascent via phone conference recapping the scope of work. Staff has determined that the cost cannot be reduced any further without jeopardizing the scope of work.

As Ascent Environmental is on the District’s Board approved list of qualified consultants, a “blanket” contract exists between the District and Ascent, and with approval of the task order in April, a task order reflecting the scope and new cost has been drafted and signed. This procedure satisfies the District’s process, but does not address the partnership relationship
between the TMPO and the District in preparing joint documents. Staff discussed the options, which included developing a cooperative agreement. It was determined using a three party contract the TRPA uses for the preparation of joint documents would be the most expedient mechanism to use, reflecting the joint management of the work. The TMPO Executive Director agreed.

Building on the incremental series of steps and approvals Staff and the Board have made with this effort (see the table below), staff requested approval of the standard TRPA/TMPO three party contract to be executed by TMPO, TTD, and Ascent Environmental at the May 13, 2011 TTD Board meeting. Given the previous month’s Board approval of a task order, Staff’s focus was the three-party contract in lieu of a cooperative agreement however, this item was continued at the request of the Board in order for the Board to have additional time to review the contract in conjunction with the scope of work. The Board agreed to schedule a special meeting on May 20 to decide this item recognizing that time is of the essence.

Prior to the dates mentioned above, there have been numerous other agenda items related to this matter over the last eleven months leading up to this proposed agreement which are as follows:

<table>
<thead>
<tr>
<th>Board Date</th>
<th>Agenda Item/Subject</th>
<th>Action Requested</th>
<th>Board Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 9, 2010</td>
<td>Environmental Review Approaches to Streamline Transportation Planning and Project Reviews in the Lake Tahoe Basin</td>
<td>No Action/Informational</td>
<td>Approved</td>
</tr>
<tr>
<td>August 13, 2010</td>
<td>Environmental Documentation Strategy Analysis to Streamline Transportation Planning and Project Reviews in the Lake Tahoe Basin</td>
<td>It is requested the Board direct Staff to have Legal Counsel provide an opinion as a companion to the analysis, seek the opinions of affected agencies, and return to the Board in September with a recommendation for decision.</td>
<td>The Board directed staff to have legal counsel review and provide opinion and consult with affected agencies</td>
</tr>
<tr>
<td>November 12, 2010</td>
<td>Determination of the Environmental Review Process Approach for The District’s Capital Projects and Lead Agency Decision</td>
<td>It is requested the Board approve the use of the hybrid approach to environmental documentation for the District’s capital projects and becoming the CEQA lead agency.</td>
<td>Continued to December meeting</td>
</tr>
<tr>
<td>Date</td>
<td>Agenda Item</td>
<td>Description</td>
<td>Action</td>
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<tr>
<td>December 10, 2010</td>
<td>AGENDA ITEM: III.A. Determination of the Environmental Review Process Approach for the District’s Capital Projects</td>
<td>It is requested the Board approve the use of the hybrid approach to environmental documentation for the District’s capital projects.</td>
<td>Approved</td>
</tr>
<tr>
<td>February 7, 2011</td>
<td>AGENDA ITEM: VII.A. Approval of Request for Proposal Approach for Preparing Programmatic Environmental Document(s) for the Regional Transportation Program, including the District’s Capital Program</td>
<td>It is requested the Board approve the request for proposal (RFP) approach to preparing the programmatic environmental review documents for the Regional Transportation Program, including the District’s Capital Projects.</td>
<td>Approved with the request to send the Request for Proposal to the Board for review</td>
</tr>
<tr>
<td>April 8, 2011</td>
<td>AGENDA ITEM: VII.A. Approval of Task Order for Ascent Environmental to Prepare Environmental Documentation for the District’s Capital Improvement Program and Projects</td>
<td>It is requested the Board approve the task order based on the proposal submitted by Ascent Environmental in response to the District’s Request for Proposal to prepare environmental documentation for the District’s Capital Improvement Program and Projects.</td>
<td>Task Order approved with direction to reduce budget by 15 – 20% without reducing scope of work</td>
</tr>
<tr>
<td>May 13, 2011</td>
<td>AGENDA ITEM: VII.A. Approval of Three Party Contract Between Ascent Environmental, the Tahoe Transportation District, and the Tahoe Metropolitan Planning Organization to Prepare Environmental Documentation for the District’s Capital Improvement Program and Projects and the Regional Transportation Plan Update</td>
<td>It is requested the Board approve the three-party contract between Tahoe Metropolitan Planning Organization (TMPO), TTD, and Ascent Environmental, pending legal review and approval.</td>
<td>This item was continued and agendized for a special Board Meeting to be held on May 20, 2011</td>
</tr>
</tbody>
</table>
In addition to conferring with the Board and getting appropriate approvals at key steps in the process, TTD staff has sought and obtained concurrence from FHWA, TTD legal counsel, as well as TRPA Executive and Legal staff regarding this approach.

**Discussion:**

What Staff may have failed to emphasize at the May 13 meeting was that the District already has a contract and task order with Ascent Environmental for the environmental documentation work based on previous Staff work and Board approvals. The three-party contract the Board is now being asked to approve is the management mechanism for the agencies and contractor to use reflecting the fact that the work involves the three parties, and that co-management of the scopes is critical to the successful execution of them. The scope, as in the proposal approved by the Board, is split between the TMPO work and the TTD work. There remains a separate contract and task order between the District and Ascent.

Now that the Board has requested and received additional time to review the three-party contract and scope of work, staff is again requesting approval to enter into it in lieu of a cooperative agreement. As depicted in the table above, considerable time and effort has been expended by Staff and the Board to date. And as noted above, time continues to be of the essence because of the delivery schedule for both the District and TMPO. Approval will mean the approach can go forward as developed. No approval at this time means this opportunity will have passed and the District and TMPO will have to follow the typical method of delivery via individual project and plan documents. Staff recommends approval subject to final legal counsel review and concurrence.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Alfred Knotts at (775) 589-5503 or aknotts@tahoetransportation.org.

**Attachment:**

A. Three Party Contract and Exhibits
MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff

Action Requested:
It is requested the Board accept the latest Financial Statement of Operations for July 1, 2010 through May 31, 2011.

Background:
Staff has completed analyzing financial information for the first eleven months of fiscal year 2011.

Discussion:
CIP & General Fund-
Overall, the District appears to have ended with a net gain of $40,061 for the month of May 2011. The gain was expected as the April 2011 Pinnacle CNG revenue carried over into May and the City of South Lake Tahoe made a contribution to the District in the amount of $40,000. The District disbursed $20,000 to TNT/TMA for North Shore Transit Management. The District is still pending May’s legal invoices, which averages approximately $5,000.

This gain increased the District’s overall cash fund balance for the year to $62,628, which is approximately $24,491 more than at the start of the fiscal year.

Transit Fund-
Overall, the District appears to have ended with a net loss of $120,415 for the month of May 2011. The loss was expected as the District’s auditors agreed that a portion of contributions received prior to June 30, 2011 may be deferred into the first quarter of fiscal year 2012.

The table below reflects the balances on May 31, 2011 between transit and non-transit balance sheet items:
The District has an accrued compensated absence balance of $34,955 and a fixed asset balance, net of depreciation, of $5,333,270.84 as of May 31, 2011.

**Fiscal Analysis:**
Staff has projected activity through June 30, 2011. The following conclusions have been made:

1. The classic car sale proceeds totaling $18,000 were reclassified to Deferred Revenue and will be used as match for the CA bus shelter project budgeted in FY 2012.

2. The CNG fuel facility program has an anticipated increase of $981. The increase can be attributed to the $16,992 refund of line extension fees, less STATA’s unpaid balance in excess of $8,000, and the timing of receivable payments made to Pinnacle, then forwarded to the District, less Pinnacle’s management fees. Staff will increase both revenue and expense to reflect Pinnacle’s management fee at year-end. The net effect will be zero.

3. The Rental Car Mitigation Fees (RCMF) program is projected to fall short by $40,443 in FY 2011. The shortage is due to a combination of legal fees from the litigation with MV Transportation and FY 2010’s $20,000 contribution to the BlueGO system being deferred to FY 2011. It should be noted that RCMF continues to decline. A decrease of 6% in revenue has occurred through the first three quarters from FY 2010 to FY 2011.

4. Contributions are projected to have an increase of $70,384. The additional increase resulted mainly from Tahoe Regional Planning Agency’s (TRPA) ability to use a different funding source that was available to them for transportation support. Their contribution increased from $84,000 to $100,000. Staff is projecting transit operations to break-even as of June 30, 2011.

In recap, Staff is projecting an increase of $30,945 to the fund balance at year-end.

**Transit Cash Flow**
Transit operations continue to be challenged with managing cash flow. The District incurs the expense, pays the expense, invoices the expense and waits for the grant funding partners for reimbursement. The process between the District paying the original expense and the District receiving reimbursement can range between 60 and 90 days. The District is dependent on contributions from our local partners to fill this gap. Knowing that cash flows are fluid and can change from day to day, it is projected that the District will fall short on its cash needs, unless there is either additional contribution or a line of credit secured.
Delays in receipt of payments from our partners will result in additional strain to the cash flow. Costs incurred that are above the estimated amounts (biggest concern here is new contractor fees and fuel costs) will result in additional strain to the cash flow.

Staff is continuing to pursue solutions, including but not limited to additional funding in the community, seeking a line of credit and pursuing state appropriations long term. Staff is expecting a final determination from US Bank this month.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5227 or jschmitt@tahoetransportation.org.

**Attachments:**
A. Revenue and Expenditure Comparisons
B. May Financials - Capital Improvement Programs & General Fund
C. May Financials – Transit Fund
## District Revenue and Expenditure Comparisons

For the Period Ending May 31, 2011

**FY 2011**

### Actual vs. Approved

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual</th>
<th>Approved</th>
<th>YTD Projected for 30-Jun-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Improvement and General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLH 1/2 Percent Revenues</td>
<td>117,314</td>
<td>6,013,707</td>
<td>1,625,012</td>
<td>4,388,696</td>
</tr>
<tr>
<td>FLH 1/2 Percent Expenditures</td>
<td>(117,314)</td>
<td>(6,013,707)</td>
<td>(1,625,012)</td>
<td>(4,388,696)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FTA NV 58-0001 Revenues</td>
<td>0</td>
<td>0</td>
<td>32,743</td>
<td>(32,743)</td>
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<tr>
<td>FTA NV 58-0001 Expenditures</td>
<td>0</td>
<td>0</td>
<td>32,720</td>
<td>(32,720)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>23</td>
<td>(23)</td>
</tr>
<tr>
<td>FTA RTAP Revenues</td>
<td>0</td>
<td>1,500</td>
<td>2,289</td>
<td>(789)</td>
</tr>
<tr>
<td>FTA RTAP Expenditures</td>
<td>0</td>
<td>(2,270)</td>
<td>19</td>
<td>(2,289)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>(770)</td>
<td>(770)</td>
<td>0</td>
</tr>
<tr>
<td>FTA 5308 Revenues</td>
<td>0</td>
<td>747,287</td>
<td>0</td>
<td>747,287</td>
</tr>
<tr>
<td>FTA 5308 Expenditures</td>
<td>0</td>
<td>(747,287)</td>
<td>0</td>
<td>(747,287)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FTA 5309 Revenues</td>
<td>0</td>
<td>247,287</td>
<td>0</td>
<td>247,287</td>
</tr>
<tr>
<td>FTA 5309 Expenditures</td>
<td>0</td>
<td>(247,287)</td>
<td>0</td>
<td>(247,287)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FTA ARRA Revenues</td>
<td>0</td>
<td>151,037</td>
<td>0</td>
<td>151,037</td>
</tr>
<tr>
<td>FTA ARRA Expenditures</td>
<td>0</td>
<td>(151,037)</td>
<td>0</td>
<td>(151,037)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>General</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>USFS SNPLMA Revenues</td>
<td>0</td>
<td>139,224</td>
<td>161,106</td>
<td>(21,882)</td>
</tr>
<tr>
<td>USFS SNPLMA Expenditures</td>
<td>0</td>
<td>(139,224)</td>
<td>(161,106)</td>
<td>21,882</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CNG Fuel Sales</td>
<td>32,416</td>
<td>93,072</td>
<td>109,231</td>
<td>(16,159)</td>
</tr>
<tr>
<td>CNG Expenditures</td>
<td>(7,261)</td>
<td>(93,072)</td>
<td>(107,834)</td>
<td>17,206</td>
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<tr>
<td>Net (+ / -)</td>
<td>25,155</td>
<td>0</td>
<td>1,398</td>
<td>(1,398)</td>
</tr>
<tr>
<td>Rental Car Mitigation Revenues</td>
<td>908</td>
<td>80,000</td>
<td>69,436</td>
<td>10,564</td>
</tr>
<tr>
<td>Rental Car Mitigation Expenditures</td>
<td>(24,905)</td>
<td>(93,430)</td>
<td>(110,636)</td>
<td>17,206</td>
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<tr>
<td>Net (+ / -)</td>
<td>(23,998)</td>
<td>(13,430)</td>
<td>(41,200)</td>
<td>27,770</td>
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<tr>
<td>Contributions</td>
<td>47,000</td>
<td>115,000</td>
<td>132,059</td>
<td>(17,059)</td>
</tr>
<tr>
<td>Legislative Outreach</td>
<td>(5,000)</td>
<td>(60,000)</td>
<td>(35,675)</td>
<td>(24,325)</td>
</tr>
<tr>
<td>Contribution Expenditures</td>
<td>(3,097)</td>
<td>(37,158)</td>
<td>(32,113)</td>
<td>(5,045)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>38,903</td>
<td>17,842</td>
<td>64,271</td>
<td>(46,429)</td>
</tr>
<tr>
<td>Passsthrough Revenue - Placer Co.</td>
<td>0</td>
<td>63,320</td>
<td>135,280</td>
<td>(71,960)</td>
</tr>
<tr>
<td>Passsthrough Expenditures - Placer Co.</td>
<td>0</td>
<td>(63,320)</td>
<td>71,960</td>
<td>(135,280)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>CIP &amp; General Fund Recap</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIP &amp; General Fund Revenue</td>
<td>197,638</td>
<td>7,651,434</td>
<td>2,267,155</td>
<td>5,384,279</td>
</tr>
<tr>
<td>CIP &amp; General Fund Expenses</td>
<td>(157,577)</td>
<td>(7,647,792)</td>
<td>(2,242,664)</td>
<td>(5,405,126)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>40,061</td>
<td>3,642</td>
<td>24,491</td>
<td>(20,849)</td>
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<tr>
<td><strong>Fund Balance - CIP &amp; Gen Fund</strong></td>
<td>38,137</td>
<td>0</td>
<td>0</td>
<td>38,137</td>
</tr>
<tr>
<td>FY 2011 (+ / -)</td>
<td>24,491</td>
<td>0</td>
<td>0</td>
<td>24,491</td>
</tr>
<tr>
<td>Fund Balance @ 5/31/11</td>
<td>62,628</td>
<td>0</td>
<td>0</td>
<td>62,628</td>
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</tbody>
</table>

### Transit Operations

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual</th>
<th>Approved</th>
<th>YTD Projected for 30-Jun-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Ops Revenues</td>
<td>177,842</td>
<td>3,201,749</td>
<td>2,671,465</td>
<td>530,284</td>
</tr>
<tr>
<td>Transit Ops Expenditures</td>
<td>(298,257)</td>
<td>(3,201,749)</td>
<td>(2,671,465)</td>
<td>(530,284)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>(120,415)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Transit Capital Revenues

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual</th>
<th>Approved</th>
<th>YTD Projected for 30-Jun-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Capital Revenues</td>
<td>0</td>
<td>364,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Transit Capital Expenditures</td>
<td>0</td>
<td>(364,000)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Transit Fund Recap

<table>
<thead>
<tr>
<th>Fund</th>
<th>Actual</th>
<th>Approved</th>
<th>YTD Projected for 30-Jun-11</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transit Revenues</td>
<td>177,842</td>
<td>3,565,749</td>
<td>2,671,465</td>
<td>530,284</td>
</tr>
<tr>
<td>Transit Expenditures</td>
<td>(298,257)</td>
<td>(3,565,749)</td>
<td>(2,671,465)</td>
<td>(530,284)</td>
</tr>
<tr>
<td>Net (+ / -)</td>
<td>(120,415)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Fund Balance - Transit</strong></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FY 2011 (+ / -)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance @ 5/31/11</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
## Preliminary Statement of Revenues, Expenditures and Changes in Fund Balances

**Year to Date as of May 31, 2011**

### Revenues

#### Capital Improvement Program Fund Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLH 1/2 Percent Funding</td>
<td>117,314</td>
<td>6,013,707</td>
<td>1,625,011</td>
<td>4,388,696</td>
</tr>
<tr>
<td>FTA - NV 58-0001 (Bus Maint)</td>
<td></td>
<td></td>
<td>24,325</td>
<td>-24,325</td>
</tr>
<tr>
<td>FTA - NV 58-0001 Match</td>
<td></td>
<td>8,418</td>
<td>-8,418</td>
<td></td>
</tr>
<tr>
<td>FTA - RTAP</td>
<td>1,500</td>
<td>1,500</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>FTA - RTAP Match</td>
<td>0</td>
<td>789</td>
<td>-789</td>
<td></td>
</tr>
<tr>
<td>FTA - 5308 Water Transit Vehicles</td>
<td>597,830</td>
<td>0</td>
<td>597,830</td>
<td></td>
</tr>
<tr>
<td>FTA - 5308 Match</td>
<td>149,457</td>
<td>0</td>
<td>149,457</td>
<td></td>
</tr>
<tr>
<td>FTA - 5309 Shelters</td>
<td>197,830</td>
<td>0</td>
<td>197,830</td>
<td></td>
</tr>
<tr>
<td>FTA - 5309 Match</td>
<td>49,457</td>
<td>0</td>
<td>49,457</td>
<td></td>
</tr>
<tr>
<td>FTA - ARRA Shelters</td>
<td>151,037</td>
<td>0</td>
<td>151,037</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>117,314</td>
<td>7,160,818</td>
<td>1,660,043</td>
<td>5,500,775</td>
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</tbody>
</table>

#### General Fund Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>USFS - SNPLMA Rd 9</td>
<td>47,000</td>
<td>139,224</td>
<td>161,106</td>
<td>-21,882</td>
</tr>
<tr>
<td>Contributions</td>
<td></td>
<td>49,000</td>
<td>115,000</td>
<td>-17,059</td>
</tr>
<tr>
<td>CNG Fuel Sales</td>
<td>32,416</td>
<td>93,072</td>
<td>92,239</td>
<td>833</td>
</tr>
<tr>
<td>NV Energy Line Extension Refund</td>
<td>0</td>
<td>0</td>
<td>16,992</td>
<td>-16,992</td>
</tr>
<tr>
<td>Rental Car Mitigation Revenues</td>
<td>908</td>
<td>80,000</td>
<td>69,436</td>
<td>10,564</td>
</tr>
<tr>
<td>Placer County -5311 Pass Through</td>
<td>0</td>
<td>63,320</td>
<td>135,280</td>
<td>-71,960</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>80,324</td>
<td>490,616</td>
<td>607,112</td>
<td>-116,496</td>
</tr>
</tbody>
</table>

**Revenue Total**

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Actual</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>197,638</td>
<td>7,651,434</td>
<td>2,267,155</td>
<td>5,384,279</td>
</tr>
</tbody>
</table>

### Expenditures

#### Capital Improvement Program Fund Expenditures

#### FLH 1/2 Percent Expenditures

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLH Capital Projects</td>
<td>70,236</td>
<td>4,775,250</td>
<td>834,958</td>
<td>3,940,292</td>
</tr>
<tr>
<td>FLH Program Support incl Environ Doc</td>
<td>9,449</td>
<td>743,147</td>
<td>426,582</td>
<td>316,566</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>19,065</td>
<td>258,344</td>
<td>185,569</td>
<td>72,775</td>
</tr>
<tr>
<td>Medicare</td>
<td>257</td>
<td>3,745</td>
<td>2,533</td>
<td>1,212</td>
</tr>
<tr>
<td>Fica</td>
<td>270</td>
<td>0</td>
<td>1,197</td>
<td>-1,197</td>
</tr>
<tr>
<td>DAC Pension Plan</td>
<td>1,150</td>
<td>20,667</td>
<td>13,172</td>
<td>7,495</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>2,667</td>
<td>26,015</td>
<td>23,951</td>
<td>2,064</td>
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<tr>
<td>Dental Insurance</td>
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<td>2,607</td>
<td>2,305</td>
<td>302</td>
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<tr>
<td>Life Insurance</td>
<td>78</td>
<td>1,122</td>
<td>730</td>
<td>392</td>
</tr>
<tr>
<td>Vision Care Insurance</td>
<td>45</td>
<td>766</td>
<td>382</td>
<td>384</td>
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<tr>
<td>Worker's Compensation</td>
<td>193</td>
<td>1,337</td>
<td>1,024</td>
<td>313</td>
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<tr>
<td>TRPA - Admin &amp; Overhead</td>
<td>13,728</td>
<td>180,707</td>
<td>132,608</td>
<td>48,099</td>
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<tr>
<td><strong>Sub Total</strong></td>
<td>117,314</td>
<td>6,013,707</td>
<td>1,625,012</td>
<td>4,388,695</td>
</tr>
</tbody>
</table>

#### FTA NV 58-0001 Expenditures

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTA NV 58-0001 Shop Equipment</td>
<td>0</td>
<td>32,720</td>
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<td></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>0</td>
<td>32,720</td>
<td>-32,720</td>
<td></td>
</tr>
</tbody>
</table>

#### FTA RTAP Expenditures

<table>
<thead>
<tr>
<th>Source</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>RTAP Travel, Training &amp; Per Diem</td>
<td>2,270</td>
<td>2,289</td>
<td>-19</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td>0</td>
<td>2,270</td>
<td>2,289</td>
<td>-19</td>
</tr>
<tr>
<td></td>
<td>Actual</td>
<td>Budget YTD</td>
<td>Actual YTD</td>
<td>Variance</td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------</td>
<td>------------</td>
<td>------------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>May</td>
<td>YTD</td>
<td>YTD</td>
<td></td>
</tr>
<tr>
<td>FTA 5308 Expenditures</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTA 5308 Water Transit Vehicles</td>
<td>730,000</td>
<td>730,000</td>
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<tr>
<td>Professional Services</td>
<td>1,250</td>
<td>1,250</td>
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<td></td>
</tr>
<tr>
<td>FTA Staff &amp; Overhead</td>
<td>16,037</td>
<td>16,037</td>
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<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>0</td>
<td>747,287</td>
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<td>747,287</td>
</tr>
<tr>
<td>FTA 5309 Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTA - 5309 Shelters</td>
<td>230,000</td>
<td>230,000</td>
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<tr>
<td>Professional Services</td>
<td>1,250</td>
<td>1,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FTA Staff &amp; Overhead</td>
<td>16,037</td>
<td>16,037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub Total</td>
<td>0</td>
<td>247,287</td>
<td>0</td>
<td>247,287</td>
</tr>
<tr>
<td>FTA ARRA Expenditures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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## Preliminary Statement of Revenues, Expenditures and Changes in Fund Balances

**Year to Date as of May 31, 2011**

<table>
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<tr>
<th>Description</th>
<th>Actual May</th>
<th>Budget YTD</th>
<th>Actual YTD</th>
<th>Variance</th>
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**Expenditure Total**

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**Revenue Total**

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**Expenditure Total**

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<tr>
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**Net + / (Loss)**

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**Fund Balance - CIP & Gen Fund**

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**FY 2011 ( + / - )**

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**Fund Balance @ 5/31/11**

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## Preliminary Statement of Revenues, Expenditures and Changes to Fund Balances

### Year to Date as of May 31, 2011

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## Preliminary Statement of Revenues, Expenditures and Changes to Fund Balances

### Year to Date as of May 31, 2011

<table>
<thead>
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<th>Actual Budget</th>
<th>Actual YTD</th>
<th>Variance</th>
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<tr>
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MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Project Task Orders Related to the State Route 28 East Shore Corridor Seasonal Shuttle Pilot Plan and the Nevada Stateline to Stateline Bikeway Project North Demo Project

Action Requested:
It is requested the Board approve the issuance of Task Orders Related to the State Route (SR) 28 East Shore Corridor Seasonal Shuttle Pilot Plan and for the Nevada Stateline to Stateline Bikeway Project North Demo Project.

Background:
The FY 2012 Work Program for the District includes several projects related to the Nevada Stateline to Stateline Bike Trail, which includes the North Demonstration Project, the trail segment from Incline Village to Sand Harbor State Park; the SR28 Corridor Management Plan, of which an element is the East Shore Seasonal Shuttle Plan; and the pilot East Shore Seasonal shuttle service. The Board has approved the first task order for project manager of the SR 28 Corridor Management Plan. This request addresses the shuttle plan element. Future task orders related to the larger effort are contemplated in the near future. This request also includes field work required to complete resource specialist reports required by the United States Forest Service (USFS) and the Tahoe Regional Planning Agency (TRPA) as it relates to the North Demonstration Project environmental analysis and design.

Discussion:
Prior to the implementation of the start-up seasonal shuttle service along the East Shore, a plan must be developed in order to determine the logistics and funding required for a successful operation. The plan will analyze existing corridor data, as well as collect new information that will establish the parameters of the service, logistics of operation, any necessary capital improvements required, equipment required for operation, success factors, and a funding plan for operating the pilot program. The plan will provide performance measures that can be used to determine whether or not the shuttle service should continue as a longer term service. It is anticipated the pilot service program will start operation during the summer of 2012 based on the findings and direction of the plan. This service plan will be a component of the larger SR 28 Corridor Management Plan, addressing access and mobility issues throughout the corridor.

DK/jw  AGENDA ITEM: VII.C.
Completing a pilot program plan prior to implementation of a new start-up service is a federal requirement, and is considered prudent for testing long-term sustainability and investment.

The environmental phase for Phase I, South Demonstration, of the Nevada Stateline to Stateline Bikeway (NV Bikeway) has been recently completed with a Finding of No Significant Impact (FONSI) released by the USFS. The environmental analysis process for Phase II, North Demonstration, of the NV Bikeway is now underway as part of the programmatic document being prepared by Ascent Environmental. As previously mentioned by Staff at the May 13 and May 20, 2011 Board meetings, the programmatic environmental document does not include the field work and preparation of special studies specific to each individual project. The field work and required special studies to be developed are as follows:

- Biological Assessment (BA)/Biological Evaluation (BE) for Aquatic and Terrestrial Animal Species (BA/BE)
- BE for Plant and Fungi Species
- Management Indicator Species (MIS) Report
- Aquatic and Terrestrial Species Impact Analysis Report for the Tahoe Regional Planning Agency
- Noxious Weed Risk Assessment
- Migratory Bird Report
- Heritage Resources Report

The following task order requests are in alignment with TTD’s objective of accelerating project development activities in order to move projects closer to “Construction Ready.” These specific Task Orders were previously budgeted in the FY 2011 Work Program and are budgeted in the FY 2012 Work Program. As such, TTD staff is recommending approval of the following Task Orders:

### New Task Orders

<table>
<thead>
<tr>
<th>Firm</th>
<th>Work Element</th>
<th>Type of Agreement</th>
<th>Phase</th>
<th>Work to be Performed/Deliverable</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSC Transportation Consultants</td>
<td>3.10 – SR 28 Corridor Management Project</td>
<td>Task Order</td>
<td>Planning</td>
<td>Conduct system transit planning and complete a Seasonal Pilot Transit Program plan along SR 28 for implementation Summer of 2012. Task includes data collection.</td>
<td>$43,776</td>
</tr>
<tr>
<td>Ascent Environmental</td>
<td>3.3.2 – NV Bikeway North Demo - Ph 2</td>
<td>Task Order</td>
<td>Environmental</td>
<td>USFS and TRPA required Special Studies</td>
<td>$42,000</td>
</tr>
</tbody>
</table>

**Fiscal Analysis:**
The fiscal need impact associated with the task orders is approximately $85,776. All expenditures associated with the task orders are accounted for in the current FY 2012 Work Program and associated Budget. Funding for the work being requested for the SR 28 Corridor Management Project authorization is through the Federal Lands Highway (FLH) program Half Percent funding. The funding for the North Demo Project environmental work is through a
Federal Highway Administration Scenic Byways Grant awarded to the Project in 2009 to complete environmental clearance.

Relevant to the proposed shuttle service operation, funding is expected from the US Forest Service Southern Nevada Public Lands Management Act (SNPLMA) grant to operate a start-up summer seasonal transit service along the East Shore (SR-28). It is also anticipated the SNPLMA grant can be used to leverage additional operating funding through Section 5311 from the Nevada Department of Transportation (NDOT).

**Work Program Impact:**
All work associated with this effort is captured under respective elements of the existing FY 2012 Work Program and corresponding allotted staff time.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Derek Kirkland at (775) 589-5504 or dkirkland@tahoetransportation.org.
MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval to Release and Award a Request for Proposals to Procure Consulting Services to Further Develop the Tahoe Transportation District’s Title VI and Disadvantaged Business Enterprise Plans Required by the Federal Transit Administration and Federal Highways Administration

Action Requested:
It is requested the Board approve Staff to develop and release a Request for Proposals (RFP) to procure consulting services to further develop the District’s Title VI and Disadvantaged Business Enterprise (DBE) plans, and for the District Manager to award a professional services contract to the most qualified, responsive consulting firm within a reasonable cost.

Background:
Federal Transit Administration (FTA) and Federal Highways Administration (FHWA) require recipients of federal funding to have in place a Title VI (Civil Rights) plan, as well as a DBE plan. The agencies have similar, but not exactly the same, compliance requirements for the two programs. To date, TTD has developed a Title VI policy, complaint procedure, and has established a DBE goal to meet the federal requirements. The FTA has recently reviewed TTD’s Title VI and DBE policies and has found some deficiencies based on more recent updates of the federal codes for Title VI and DBE. TTD, under the current Fiscal Year 2012 work program, had planned to hire a consulting firm to review and update TTD’s federal policies for compliance; however, the timeframe Staff was anticipating has been shortened due to the FTA’s recent review and determination on some of TTD’s grant applications.

Discussion:
The FTA has conditionally approved TTD’s recent grant applications for Section 5309 capital funds, with the caveat that TTD will update the Title VI and DBE programs to meet the new federal requirements by August 24 of this year. If the plans are not updated by August 24, the FTA will not be able to approve additional grant funding. This will affect other grant submissions, such as Section 5308, for which an application is going to be made. Staff’s initial review of the new requirements for Title VI revealed some extensive research, mapping, and procedure development that Staff would not be able to accomplish in the very short time frame. Staff is
therefore requesting approval to develop, release, and award an RFP to procure consultant services in order to meet the FTA’s time frame. With the very short time frame, the District Manager is requesting Board approval to award a professional services contract to the most qualified, responsive consulting firm within a reasonable cost working in conjunction with Legal Counsel. Staff will bring the final compliance plans that are submitted to the FTA back to the Board for approval in the near future. Correspondence with the FTA regarding their request for TTD to update the Title VI and DBE plans by August 24 is provided as Attachment A.

**Fiscal Impact:**
The actual cost is unknown at this time, but an estimated amount was included in the approved budget and the work is an eligible expense under the FLH program funds, and revenues exist from this source to cover the cost.

**Work Program Impact:**
All work associated with this effort is captured under respective elements of the existing Work Program and corresponding allotted staff time necessary for administration of the budget and operations.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Alfred Knotts at (775) 589-5503 or aknotts@tahoetransportation.org.

**Attachment:**
A. FTA Correspondence
Hi Joanie,

Yes, it has a few deficiencies that I have noted. You will receive an official letter from Headquarters next week; however, unofficially here are the issues:

**Deficient items**

- **Limited English Proficiency (LEP) four factor analysis and language assistance plan**
- **Public Participation Plan**
- **Submit a statement whether any construction projects have been undertaken by the recipient**
- **A list of active lawsuits or complaints alleging discrimination on the basis of race, including disposition**

I have attached a couple of helpful guides for your use. I have put a Conditional Approval on your agencies Title VI in TEAM. That means at this point we can concur with Grants; however, when the conditional approval expires (August 24, 2011) your agency may experience difficulty in getting Grants through unless the deficiencies have been corrected by then.

I apologize for the delay and appreciate your patience. If you need any assistance please do not hesitate to ask.

v/r
Chris

Christopher C. MacNeith
Equal Opportunity Specialist
FTA, Office of Civil Rights
201 Mission, Suite 1650
San Francisco, CA 94501
Tel: 415-744-2614
Fax: 415-744-2726
Email: christopher.macneith@dot.gov
Hello Chris,

Have you had a chance to review our Title VI program?

Please advise,

Thank you,
Joanie

Joanie Schmitt  District Accountant
775-589-5227 | 775-588-0917 (f)
P.O. Box 499 Zephyr Cove, NV 89448
jschmitt@tahoetransportation.org

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**From:** christopher.macneith@dot.gov [mailto:christopher.macneith@dot.gov]
**Sent:** Tuesday, June 14, 2011 7:01 AM
**To:** jschmitt@tahoetransportation.org
**Cc:** Derrin.Jourdan@dot.gov; Ted.Matley@dot.gov
**Subject:** RE: TTD Grant NV 04-0013

Good Morning Ms. Schmitt,

As of 3 June we had not received your Title VI program in TEAM. Based on this e-mail I checked TEAM and found your Title VI program has since been entered into TEAM. I will make every effort to complete the review by Friday of this week. If your program receives a Conditional Approval or a Full Approval I will be able to concur with the Grant you specified in your e-mail. If your Title VI program cannot be approved I will notify you directly of the issues and work with you to resolve as quickly as possible. Please be advised that the Civil Rights office has been involved in reviewing all programs in TEAM for all recipients in Region IX. This project was initiated last year with notification to all recipients to ensure their programs had been entered into TEAM.

v/r

Chris MacNeith

Christopher C. MacNeill
Equal Opportunity Specialist
FTA, Office of Civil Rights
201 Mission, Suite 1650
San Francisco, CA 94501
Tel: 415-744-2614
Fax: 415-744-2726
Email: christopher.macneith@dot.gov

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**From:** Matley, Ted (FTA)
**Sent:** Monday, June 13, 2011 5:09 PM
**To:** Joanie Schmitt
**Cc:** Macneith, Christopher (FTA)
**Subject:** RE: TTD Grant NV 04-0013

Have you check with Chris on your civil rights status? That's is what I'm waiting for.

---

**From:** Joanie Schmitt [mailto:jschmitt@tahoetransportation.org]
**Sent:** Mon 6/13/2011 5:05 PM
**To:** Matley, Ted (FTA)
**Subject:** TTD Grant NV 04-0013

Hello Ted,

Any word on grant application NV 04-0013?

6/29/2011
MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Resolution Authorizing the Application for and Execution of Federal Transportation Administration Funding and State Funding Agreements for Transit Operations for Fiscal Year 2012

Action Requested:
It is requested the Board approve the attached resolution (Attachment A) authorizing staff to apply for and enter into grants for transit operations.

Background:
Transit grant funding is an integral part of the District’s transit service operating budget and streamlining the application process or being able to take advantage of timely grant opportunities will be helpful. Federal and State grants for operations and capital improvements are a substantial revenue component of the budget for the fiscal year. The Board adopted a similar resolution for last fiscal year.

Discussion:
The proposed resolution is a “blanket” resolution oriented to the primary federal and state grants available either through the Federal Transit Administration (FTA) and/or through Caltrans and NDOT. Typically, an application requires a resolution of authorization. This resolution can be used for each application, rather than Staff having to bring each application before the Board, saving time and effort. Typical grant agreements will be reviewed by Staff and Legal Counsel prior to signature and reported to the Board.

Fiscal Analysis:
This mechanism will facilitate timely grant application in support of the District’s budget.

Work Program Analysis:
Grant applications are part of the work load allotted in Work Element 4.

Additional Information:
If you have any questions or comments regarding this item, please contact Carl Hasty at (775) 589-5501.

Attachment:
A. Resolution
WHEREAS, the Tahoe Transportation District (“TTD”) operates a transit service called BlueGo in the south shore area of Lake Tahoe, which connects to the Carson Valley and Carson City areas and supports transit services at the north shore of Lake Tahoe with its partners in Placer County and the Truckee North Tahoe Transportation Management Association (the “Region”); and

WHEREAS, TTD is staffed to oversee the public administration functions of the transit service and a Board of Directors is in place and statutorily authorized under Public Law (PL) 96-551 to implement and administer the transit service; and

WHEREAS, any necessary matching funds come from a variety of private and public sources leveraging grant funds; and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU, PL 109-59) and its successors continue to fund the Federal Transit Administration (“FTA”) Formula Programs and Surface Transportation Program and successors; and

WHEREAS, pursuant to regulations promulgated under SAFETEA-LU, PL 109-59, eligible project sponsors wishing to receive FTA Sections 5310, 5311, 5311(f), 5316, and 5317 funding for a project shall first submit an application to either the California Department of Transportation (“Caltrans”) and/or the Nevada Department of Transportation (“NDOT”), for review and approval; and

WHEREAS, Caltrans and NDOT have FTA funding available and are the designated recipients of those funds and TTD is an eligible sub-recipient project sponsor for FTA Sections 5310, 5311, 5311(f), 5316 and 5317 funding and wishes to apply to Caltrans and/or NDOT for project funding; and

WHEREAS, other federal and state funding sources for which the District is eligible for transportation system improvements or operations, include but are not limited to Southern Nevada Public Lands Management Act (SNPLMA), US Department of Energy, California Prop 1B Public Transit Modernization, Improvement, and Service Enhancement (PTMISEA) and Transit System Safety, Security, and Disaster Response (TSSSDRA) programs; and

WHEREAS, any projects for which the TTD applies for funding shall benefit BlueGo, TART or other transit service operations and the general public in the communities it serves at Lake Tahoe;
NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE TahoE TRANSPORTATION hereby declares that:

1. TTD is an eligible recipient or sub-recipient sponsor of projects for FTA Sections 5310, 5311, 5311(f), 5316, and 5317 funding programs, and other federal and state funding programs, and authorized to apply for said grants for eligible projects.

2. There is no legal impediment to TTD making application or receiving FTA Sections 5310, 5311, 5311(f), 5316, or 5317 funding or any other source of grant funding.

3. There is no pending or threatened litigation, which might in any way adversely affect the proposed project, or the ability of TTD to deliver such project.

4. The District Manager of TTD, or a designee, is authorized to apply for and execute any necessary agreements and documents in the normal course of public administration with FTA, or other federal and state funding authorities this day forward.

5. TTD understands that the FTA Sections 5310, 5311, 5311(f), 5316, and 5317 funding awarded for the project is fixed as stated on the application and that any cost increases must be funded by the TTD and its partners, and that TTD does not expect any cost increases to be funded with FTA or any other grant funding entity, unless amended and approved by both parties.

6. The projects listed on any application will be purchased and/or implemented, if approved and awarded, for the amount shown and within the time frame set forth therein, unless amended and approved by both parties.

7. The awarded funds will be programmed and expended once the Standard Agreement/Grantee Agreement is executed between TTD and Caltrans and/or NDOT or any other grantor and TTD receives the Notice to Proceed.

8. TTD or its partners will provide local matching funds for any funding applications awarded and approved by the Board of Directors of TTD.

PASSED AND ADOPTED by the Board of Directors of the Tahoe Transportation District at its regular meeting held on July 8, 2011, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

______________________________
Andrew Strain, Chair
Tahoe Transportation District
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Nevada Department of Transportation American Recovery and Reinvestment Act Grant Agreement for Bus Purchases and Associated Vendor Agreements/Contracts and Vehicle Purchase Orders

Action Requested:
It is requested the Board approve the District Manager to execute the Nevada Department of Transportation (NDOT) American Recovery and Reinvestment Act (ARRA) Grant Agreement for bus purchases, and associated vendor agreements, contracts, and purchase orders pending final legal review and approval.

Background:
At the October 18, 2010 Board meeting, the Board approved TTD staff to submit grant applications to NDOT for available ARRA funds. Staff submitted the following ARRA grant applications to NDOT in February 2011, which NDOT has approved:

- $250,000 ARRA grant
  - $150,000 for the Avego AVL system (NDOT gave approval to utilize STATA’s already completed RFP process)
  - $100,000 to purchase GFI electronic fareboxes and associated hardware/software through a piggyback contract onto City of Porterville, CA federal contract with GFI, or purchase through Avego depending on cost savings

- $579,603 ARRA grant
  - Purchase four (4) buses
    - Two 18-passenger cutaways
    - One 30-passenger diesel
    - One 29-passenger CNG from RO Bus Sales through a piggyback contract on the nationwide HGAC contract

DK/jw

AGENDA ITEM: VII.F.
• $160,000 ARRA grant
  o Design and construction of NV bus shelters

ARRA funds are 100% federal funding and do not require a local match. To expedite the project delivery, staff has utilized the NDOT/FTA approved procurement process of piggybacking onto other federally procured contracts in order to forgo the lengthy RFP process. This is a typical approach between transit operations and under federal guidelines.

At the June 10, 2011 Board meeting, the Board approved the District Manager to execute the AVL/Farebox and NV Bus Shelter NDOT ARRA Grants and associated vendor contracts pending legal review and approval. Staff has been working with legal counsel to execute agreements with the vendors in order to implement those projects. Staff was unable to include the NDOT ARRA Grant for bus purchases, as NDOT had not officially awarded the grant prior to the June 10 Board meeting. NDOT has recently awarded the Bus Purchase ARRA grant.

Discussion:
Below is a breakout of the NDOT awarded Bus Purchase ARRA Grant and vendor agreements/contracts/purchase orders required to implement the project associated with the grant funding:

$579,603 NDOT ARRA Grant Agreement (see Attachments for detailed information):

<table>
<thead>
<tr>
<th>Project</th>
<th>Contract</th>
<th>P.O. Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receive Buses</td>
<td>None/Possible third party inspection contract</td>
<td>$27,400</td>
<td>Staff time to receive and inspect vehicles, third party inspection if necessary, and all DMV fees.</td>
</tr>
<tr>
<td><strong>Total NDOT Grant Agreement</strong></td>
<td><strong>$579,603</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The bus purchase replaces two vehicles (Bus 3240 and 3252) owned by the City of South Lake Tahoe that have reached their useful life for regular transit service use and two vehicles (Bus 3209 and 3211) not in service at this time as they are owned by STATA. The City owned buses may be used as support or “backup” rolling stock, as the District has very limited reserve fleet resources.

**Fiscal Impact:**
The fiscal impact associated with the Agreements/Contracts/Purchase Orders is approximately $579,603.00, of which 100% will be provided through the NDOT ARRA funds.

**Work Program Impact:**
All work associated with this effort will be captured under respective elements of the existing and proposed Work Programs and corresponding allotted staff time.
**Additional Information:**
If you have any questions or comments regarding this item, please contact Derek Kirkland at (775) 589-5504 or dkirkland@tahoetransportation.org or Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

**Attachments:**
A. HGAC Cooperative Purchasing Information  
B. HGAC Interlocal Agreement  
C. Transit Vehicle Purchase Orders
Introduction to Cooperative Purchasing & HGACBuy
“A nationwide, Government-to-Government Cooperative Purchasing Program”

Welcome to HGACBuy
A Nationwide “government-to-government” Cooperative Purchasing Program.

You are invited to experience the Smart Purchasing Solution by becoming a member of the HGACBuy 3-Way Partnership; a partnership between you the customer, the vendor and HGACBuy.

What is Cooperative Purchasing?
• Consortium or group buying pooling the purchasing needs to achieve better value through:
  – Lower prices
  – Increased response
  – Efficient use of time & resources
  – Effective application of expertise

Models of Cooperative Purchasing 3-Types
Collaborative Model

Third-Party Model

Hybrid Models

Collaborative Model
• Multiple entities join together
• Use of joint bids
• Lead agencies take turns bidding
• Use of standardized specifications
• Commodity procurement more common
• Better done locally or regionally

Third-Party Model
• One entity bids term contracts
• All other entities purchase off the contracts
• The third-party may not be a user
• Flexibility through multiple configurations
• Less input from end user agencies
• Third-party may charge fee for operations
Hybrid Models
• Combines aspects of Collaborative & Third-party models
• Use of host entity
• Use of shared responsibilities through lead agencies
• Piggy-backing is less formal

Model Comparison

<table>
<thead>
<tr>
<th>Collaborative Model</th>
<th>Third-party Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative work shared</td>
<td>Host program handles administration</td>
</tr>
<tr>
<td>No fees</td>
<td>Typically charges fees</td>
</tr>
<tr>
<td>Specific purchase</td>
<td>Blanket/term contracts</td>
</tr>
<tr>
<td>Local/regional based</td>
<td>Not locally tied</td>
</tr>
<tr>
<td>More member control</td>
<td>Less control over procurement process</td>
</tr>
</tbody>
</table>

Analyzing a Cooperative Purchasing Program
• Decisions must be made on which cooperative contract to utilize
  – Procurement process
  – Fees
  – Structure of program
  – Flexibility

What is HGACBuy?
• A unit of government operating under authority of the Texas Interlocal Cooperation Act of 1971.
• Thirty three years ago, the Board of Directors of the Houston Galveston Area Council (H-GAC) decided that purchasing services were needed to help the region to keep pace with the regional growth surge that was outpacing the local governments’ capabilities.
• In 1971, the Texas legislature passed the Interlocal Cooperation Act to promote activities among local governments across Texas.
• In 2001, legislation was passed to amend the “act” to allow for nationwide participation in the program.

Texas Interlocal Cooperation Act
Government Code, Chapter 791
“Increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.” Amended September 1, 2001 to include states other than Texas.

WHAT IS H-GAC?
• The Houston-Galveston Area Council is a Council of Governments and a Political Sub-division of the state of Texas.
• H-GAC was started by an Interlocal Agreement between 13 Gulf Coast Counties primarily to supply planning services to their region.
• The agency operates under the direction of a Board of Directors made up of 36 elected officials.
What is required to participate in the HGACBuy Cooperative Purchasing Program?

- Execution of Interlocal Contract by local government officials

Advantages to Buying through

- Time Savings
- Volume purchasing & Discounts
- Dealing directly with purchasing professionals with more than 200 combined years of expertise
- Expedited procurement process
- The Comfort of Knowing that all HGACBuy contracts have been awarded based upon a thorough competitive bid/proposal process
- Experiencing the 3-Way Partnership between you, the program end user, the Vendor and HGACBuy

Current HGACBuy Contracts

- Ambulances & Fire Apparatus
- Chem/Bio Detectors, Robots, Rescue, & Safety Equipment
- Earth Moving & Construction Equip
- Vehicles, Trucks, & Fleet Equip
- Tractors, Mowers, Sewer Cleaning, & Street Maintenance Equip
- Video Conferencing
- Modular Buildings
- Radio Communications & Interoperability Equip
- 9-1-1 Systems & Recording Equip
- Refuse Collection Equip/Containers, & Sewer Inspection Systems
- School & Transit Buses
- Street Sweepers & Equipment Trailers
- Video Surveillance & Traffic Signal Systems
- Cell Phone & Mobile Satellite Communications

Current Service Contracts

- Lease Purchase Financing
- Foodservice Delivery
- Consulting
  - Environmental Consulting
  - Community Planning
  - Homeland Security Consulting & Training
  - Insurance Consulting
- Marketing & Public Relations
- Electricity Aggregation

HGACBuy Cooperative Purchasing Program Update

- Over 1,700 End Users
- Over 250 Contractors
- 37 Major Product Categories
- $216 million in Products & Services 2005
- Activity in Texas & 23 other States

Order Activity 2005

- Ambulances
- Cars & Light Trucks
- Heavy Trucks & Bodies
- School Buses
- Street Maintenance Equipment
- Radio Communications Equipment
- Grounds & R.O.W. Equipment
- Earth Moving Equipment
- All Others

AGENDA ITEM: VII.F.
## The Bid Process

- Products/services researched
- Draft specification issued
- Solicitation advertised
- Pre-bid conference held
- Final specification issued
- Bids publicly opened
- Bids evaluated, award recommendations made
- H-GAC Board of Directors makes awards
- Contracts issued

## The Procurement Process

- End user discuss product/service with vendor
- Vendor issues detailed price quote
- End user issues purchase order to vendor
- End user Customer sends copy of PO to HGACBuy
- Vendor delivers and invoices
- End user pays vendor

## Procurement Flexibility

- Most HGACBuy contracts are bid with base line items and correlating options
- The options submitted with the bid are evaluated and considered “published options”
- For additional flexibility, options may be added to an order that were not included in the bid – “unpublished options”
- Change Order rules are applied to unpublished options – limiting their use to 25% of an order

## Administrative Fees

- The HGACBuy program is “pay as you go”
- Administrative and operations cost are covered by an administrative fee issued on each order
- Administrative fees are either a flat amount per unit, or a percentage of the overall order

## The HGACBuy Bid Process:

- Meets the government procurement standards that end user would normally utilize
- Supporting documentation
- Approval through a government body
- End user is substituting the bid process they would normally perform, for the process now undertaken by HGACBuy

## Usage Fees

- Are fees actually charged?
- Who pays for the fees?
  - End User
  - Vendor
- How much is the fee?
- Customer service
- Ease of use
Program Structure

- Staff size & expertise
- Where do the contracts come from?
- Knowledge of the products
- Contract administration
- Problem resolution (staying in the loop)

HGACBuy Offers Flexibility

- End User has the ability to purchase item as needed which include the base items & options under contract
- Customization
- 3-Way Partnership between End User, Vendor and HGAC

Delivering Value

- Cooperative contracts are only of use if they deliver value
  - Value to the End User
  - Value to the Contractor
- Stay in the loop
- Communicate frequently
- Three-way partnership must be fostered

www.HGACBuy.org

- Web site contains contract base bid pricing
- Contracts
- Contact information (Program staff and vendor contacts)
- Bid Notices
- Authorizing Statuses
- Other programs

Current HGACBuy Contracts

- Ambulances & Fire Apparatus
- Rescue, & Safety Equipment
- Earth Moving & Construction Equip
- Vehicles, Trucks, & Fleet Equip
- Tractors, Mowers, Sewer Cleaning, 
  & Street Maintenance Equip
- Video Conferencing
- Parks & Recreation Equipment
- Fleet Services
- Modular Buildings
- Radio Communications & Interoperability Equip
- 9-1-1 Systems & Recording Equip
- Refuse Collection
  Equipment/Containers, & Sewer Inspection Systems
- School & Transit Buses
- Street Sweepers & Equipment
- Trailers
- Video Surveillance & Traffic Signal Systems
- Cell Phone & Mobile Satellite
  Communications
- Law Enforcement, General Purpose
  Vehicles, and Buses

- Police Cars
- Light Trucks
- Staff Cars
- Vans
- School & Transit Buses
EMS and Fire Apparatus
- Ambulances (Types I,II,III)
- Pumper and Tanker Fire Apparatus
- Aerials & Ladder Platforms
- Rescue, Haz-Mat, & Command Centers
- Brush/Wildland Fire Apparatus

Medium and Heavy Duty Trucks, and Specialized Bodies
- Medium Duty Chassis
- Heavy Duty Chassis
- Refuse Collection Bodies
- Sewer Cleaners
- Van Bodies
- Dump Bodies, Aerial Lifts, Cement Mixers,
- Wreckers, & Water Trucks

Communications and Emergency Equipment, and Supplies
- Radios, Base Stations & Communication Systems
- Defibrillators (AED’S)
- SCBA’s
- 9-1-1 Systems
- Wireless Communications Services
- Chem/Bio Detectors & EOD Robots

Public Works and Heavy Equipment
- Earth Moving Equipment
- Tractors & Mowers
- Traffic Signals Controls
- Street Maintenance Equipment
- Street Sweepers
- Equipment Trailers & Refuse Containers

Security and Electronic Equipment
- Security Video & Access Control Equipment
- Traffic Signals Controls
- Auxiliary Power Generators
- Sewer Video Inspection Systems

Consulting Contracts
- Insurance Consulting
- Environmental Consulting
- Homeland Security Consulting & Training
- Community Planning
Service Contracts

- Lease Purchase Financing
- Electricity Aggregation
- Reverse Auction Services
- Food Products & Equipment
- Marketing and Communications
- Public Relations
- Video Conferencing

Using the Program

- The Texas Interlocal Cooperation Act
  - In 1971, the Texas Legislature passed the Interlocal Cooperation Act to promote cooperation among local governments across Texas. The Act states that...
  - "The purpose of the Act is to improve the efficiency and effectiveness of local governments by authorizing the taking of joint action by two or more governmental units to provide one or more governmental functions and services." [Texas Government Code, Title 7, Chapter 791]
  - The Act was later amended to include "municipal bidding".
  - The Act is administered by the Texas Department of State Health Services, Office of the Director, Division of Public Health, Bureau of Environmental Services.

- Purchasing Statutes Applied to GAC Competitive Bid Process
  - Interlocal Cooperation Act
  - The Texas Interlocal Cooperation Act provides for annual renewal of Interlocal Contracts. The process for execution of an Interlocal Contract requires that an agenda be posted prior to an open meeting.

- Types of Participating End Users
  - Municipalities
  - Counties
  - School Districts
  - Colleges & Universities
  - Hospitals and Hospital Districts
  - Emergency Services Districts
  - Metropolitan Transit Authority Districts
  - Coinsurance District
  - Voluntary Fire Departments
  - Emergency Medical Services
  - Special Use Performance Authorities
  - Judicial Systems
  - Emergency Communications Districts
  - Authority of Government
  - Hospital Districts
  - Municipalities
  - Water Districts
  - Utility Districts (MUDs, WCIDs, Irrigation, etc.)
  - Councils of Governments
  - Authorities (Transit, Airport, Port, River, Water, Toll Road, etc.)
  - State Agencies
  - Non-Profit Corporations providing one or more governmental functions and services

Using the Program

- Types of Participating End Users
  - Municipalities
  - Counties
  - Schools
  - Colleges
  - Hospitals
  - Libraries
  - Fire Districts
  - MUDs
  - WCIDs
  - Airport
  - Transpo...
Using the Program

**Steps To Placing Purchase Orders Through HGACBuy**

**Steps 1-4**
- Propose and solicit your supplies order directly to the relevant HGACBuy customers, including HGACBuy’s administrative fee, after completing consultation with the customer’s representatives. A copy of the order along with a copy of the customer’s purchase order shall be faxed or mailed to HGACBuy at FAX: 713/993---. Orders should include specific details regarding the purchase (i.e., name of the End User’s contact person, shipping/delivery instructions, and accreditation details, if any).

**Step 5**
HGACBuy requires the End User to use all products purchased, including.

**NOTE**
HGACBuy requires the End User to use all products purchased, including.

**Benefits of Distribution of HGACBuy’s Product Specifications**
- HGACBuy’s Product Specifications are distributed in electronic media to all bidders/proposers on the Interlocal cooperation act includes language stipulating that “an interlocal contractual payment is allowed. The program is to make the partnership effective and successful. The contract path includes all three parties: the program, the customer, and the contractors.

**HGACBuy Bids Require Financial Accountability**
- HGACBuy schedules publicly announced pre-bid specification conferences with manufacturers, distributors, and prospective suppliers who are members of the interlocal cooperation act. Moreover, these conferences include a site visit to the program. End users are invited to attend these conferences, and any site visits scheduled for the week prior.

**HGACBuy’s role**
HGACBuy’s role is to conduct product research and manufacturing, produce technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the HGACBuy Board, HGACBuy’s staff certifies contract validity, and administers contracts.

**The Customer’s Role**
Customer consults with vendor representatives for the purpose of determining the exact requirements needed to serve constituents. Customer works with vendor representatives to detail and complete all documentation required when submitting purchase orders.

**The Vendor’s Role**
HGACBuy relies upon its vendors to quickly respond to customer’s inquiries to provide detailed product information and pricing, including priced options for specific products. Vendor’s representatives work closely with each customer to meet specific constituent needs.

**HGACBuy Web Site**
Information on products under contract through the Cooperative Purchasing Program can be accessed through the web site. The web site contains the following:
- Product categories with base bid prices
- Contractors’ representatives with telephone numbers
- HGACBuy staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category
- HGACBuy Bids Require Financial Accountability

Using the Program

**Definitions**

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5-step partnership at work

for the three-way relationship between HGACBuy, program members, and contractors is a key component.

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5-step partnership at work

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Using the Program

- HGACBuy's Telephone Voice Mail, Fax and Internet e-mail

The "voice mail" feature of the HGACBuy telephone system offers callers the opportunity to leave and request "call return" from HGACBuy Program staff—whether using WATS or direct staff line: WATS: 800/926-0234

Fax lines operate 24 hours per day, seven days each week. Documents transmitted by fax to HGACBuy are archived on a dedicated Fax Server and can be retrieved indefinitely. FAX: 713/993-4548

E-mail is a major communication method between End Users, Contractors, and HGACBuy. To send an e-mail message to any HGACBuy staff member, access the HGACBuy web site and obtain the e-mail address for the specific person desired. Increasingly, e-mail file attachments are transmitted in lieu of faxed documents.

If you have any questions, please call 1-800-926-0234.

Copyright © 2006 Houston-Galveston Area Council

HGACBuy is a proud member

HGACBuy is a 2006 Recipient of the NPI's (National Purchasing Institute) "Achievement of Excellence in Procurement" Award

HGACBuy

- The HGACBuy Cooperative Purchasing Program recognizes purchasing as a universal profession and has adopted the H-GAC Code of Ethics as stated in the H-GAC Procurement Policy, revised edition dated January 1, 2006

- As a member in good standing of the National Institute of Government Purchasing (NIGP) HGACBuy recognizes that the NIGP sets the universal standards for government procurement and therefore, HGACBuy and its employees are committed to the NIGP Code of Ethics and its principals.

HGACBuy Mission Statement

"To provide for all of its members, quality products and services, by reputable vendors, at competitive bid pricing, through ethical, moral and prudent procurement standards"
Questions

Contact:
HGACBuy Program Staff
Phone: 800-926-0234
Fax: 713-993-4548
Or
Log-on to
www.HGACBuy.org
THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and *Tahoe Transportation District (TTD)*, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at *128 Market Street Ste. 3-F, Stateline NV 89449*

**WITNESSETH**

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on *June 10, 2011* (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began *July 1, 2011* and ends *June 30, 2012*. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)
ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* Tahoe Transportation District (TTD)
  Name of End User (local government, agency, or non-profit corporation)

* P.O. Box 499
  Mailing Address

* Zephyr Cove  NV  89448
  City  State  ZIP Code

*By:
  Signature of chief elected or appointed official

*Carl Hasty, District Manager
  Typed Name & Title of Signatory
  Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:__________________________
  Executive Director

Date:_________________________

Attest:_____________________
  Manager

Date:_____________________

*Denotes required fields

rev. 7/07
*Request for Information

To expedite service, please complete the following blanks relevant to your agency’s administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: Tahoe Transportation District County Name: N/A
(Municipality / County / District / etc.)

Mailing Address: P.O. Box 499 Zephyr Cove NV 89448
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (775) 589 - 5500 FAX Number: (775) 588 - 0917

Physical Address: 128 Market Street Ste. 3-F Stateline NV 89449
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.tahoetransportation.org

Authorized Official: Carl Hasty
(City manager / Executive Director / etc.)
Mailing Address: Same as Above
(Street Address/P.O. Box)
Same as Above
(City) (State) (ZIP Code)

Title: District Manager
Ph No.: (775) 589 - 5500
Fx No.: (775) 588 - 0917
E-Mail Address: chasty@tahoetransportation.org

Official Contact: Joanie Schmitt
(Purchasing Agent/Auditor etc.)
Mailing Address: Same as Above
(Street Address/P.O. Box)
Same as Above
(City) (State) (ZIP Code)

Title: District Accountant
Ph No.: (775) 589 - 5500
Fx No.: (775) 588 - 0917
Email Address: jschmitt@tahoetransportation.org

Official Contact: Curtis Garner
(Public Works Director/Police Chief etc.)
Mailing Address: Same as Above
(Street Address/P.O. Box)
Same as Above
(City) (State) (ZIP Code)

Title: Transit Manager
Ph No.: (775) 589 - 5500
Fx No.: (775) 588 - 0917
Email Address: cgarner@tahoetransportation.org

Official Contact: 
(EMS Director/Fire Chief etc.)
Mailing Address: 
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Title:
Ph No.: (___) ___ - 
Fx No.: (___) ___ - 
Email Address: ___
**ATTACHMENT C**

### AGENDA ITEM: VII.F.

**TTD Board Meeting Packet - July 8, 2011**

#### CONTRACT PRICING WORKSHEET

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>NBS-113 SPARE TIRE SHIPPED LOOSE</td>
<td>$328.80</td>
<td>$328.80</td>
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<tr>
<td>1</td>
<td>NBS-201 TRANS-AIR 75K BTU A/C UPGRADE</td>
<td>$1,255.20</td>
<td>$1,255.20</td>
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<tr>
<td>1</td>
<td>NBS-212 65K BTU HEATER UPGRADE</td>
<td>$66.00</td>
<td>$66.00</td>
</tr>
<tr>
<td>2</td>
<td>NBS-402 VISTA STAR DESTINATION SIGN W/CONTROL PANEL</td>
<td>$2,836.00</td>
<td>$5,672.00</td>
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<tr>
<td>1</td>
<td>NBS-411 ELECTRONIC FAREBOX W/BILL READER</td>
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<td>$10,860.00</td>
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<tr>
<td>1</td>
<td>NBS-503 MIRRORS, REMOTE HEATED ROSCOE</td>
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<td>1</td>
<td>NBS-507 ROMEO RIM BUMPER REAR</td>
<td>$901.20</td>
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<tr>
<td>1</td>
<td>NBS-511 BIKE RACK SPORT WORKS DL-2</td>
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<td>1</td>
<td>NBS-910 GM 6.6L DIESEL UPGRADE</td>
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<td></td>
<td>Published Option Discount</td>
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</table>

**Subtotal from Additional Sheet(s):**

Subtotal B: $32,842.70

#### C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(For Unpublished Options, enter items which were not submitted and priced in Contractor's bid.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
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<tbody>
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<td>CLIMATE CONTROL OPTIONS</td>
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<td>$10.00</td>
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<tr>
<td>1</td>
<td>AUDIOVISUAL OPTIONS</td>
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<tr>
<td>1</td>
<td>ELECTRIC OPTIONS</td>
<td>$145.00</td>
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<tr>
<td>1</td>
<td>EXTERIOR OPTIONS</td>
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<td>1</td>
<td>SAFETY OPTIONS</td>
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<td>1</td>
<td>INTERIOR OPTIONS</td>
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<tr>
<td>1</td>
<td>SEATING OPTIONS</td>
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<tr>
<td>1</td>
<td>DIAGNOSTIC EQUIPMENT</td>
<td>$4,271.00</td>
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</tr>
<tr>
<td>1</td>
<td>CAMERA SYSTEM</td>
<td>$1,798.93</td>
<td>$1,798.93</td>
</tr>
</tbody>
</table>

**Subtotal from Additional Sheet(s):**

Subtotal C: $20,534.56

#### D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: 2

A + B + C = $116,035.26

Subtotal D: $232,070.52

#### E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:

#### F. Trade-In / Other Allowances / Special Discounts / Freight / Installation

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ALL APPLICABLE DISCOUNTS AND REBATES</td>
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<td>(-5306.25)</td>
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<tr>
<td>2</td>
<td>FREIGHT</td>
<td>2894</td>
<td>5788.00</td>
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</table>

**Subtotal F:** $(-4824.52)

#### G. Total Purchase Price (D+E+F):

$227,246.00
**AGENDA ITEM: VII.F.**

**TTD Board Meeting Packet - July 8, 2011**

**GM TITAN II: 14,200 GVWR - 96" WIDE BODY**

**CTG351228FC**

<table>
<thead>
<tr>
<th>OPTION</th>
<th>QTY</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>G95259</td>
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<td>VALVE STEM EXTENSIONS</td>
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<tr>
<td>G95100</td>
<td>1</td>
<td>SPARE TIRE (SHIPPED LOOSE)</td>
</tr>
<tr>
<td>G35016</td>
<td>1</td>
<td>BATTERY BOX AND POWDER COATED TRAY WIRED LATCH &amp; TOP HINGED LAMINATED DOOR W TRIM (TITAN II / UNIVERSAL)</td>
</tr>
<tr>
<td>G35013</td>
<td>1</td>
<td>MASTER DISCONNECT SWITCH</td>
</tr>
<tr>
<td>G15201</td>
<td>1</td>
<td>PRODUCTION NOTE: MASTER DISCONNECT SWITCH TO BE LOCATED IN BATTERY TRAY</td>
</tr>
<tr>
<td>G15210</td>
<td>1</td>
<td>PRODUCTION NOTE: FIXED WINDOW REQUIRED WITH THIS OPTION - PIPE WILL COME OUT THE SIDE OF THE BUS</td>
</tr>
<tr>
<td>G20101</td>
<td>1</td>
<td>FRONT MUD FLAPS</td>
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**Climate Control - Trans-Air**

**99**

<table>
<thead>
<tr>
<th>OPTION</th>
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>TA7353 75,000 BTU AIR CONDITIONING SMC3 COND; TA73 EVAP; TM21 COMP; DUAL OEM ALTERNATORS; QUICK CONN HOSE</td>
<td>1</td>
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**Auxiliary Heaters**

**G20101**

<table>
<thead>
<tr>
<th>OPTION</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>G20220</td>
<td>1</td>
<td>UPGRADE TO ADD ELECTRIC WATER VALVE (USE FOR COLD WEATHER PKG, 35K, OR 65K)</td>
</tr>
</tbody>
</table>

**Audio and Video Options**

**G05301**

<table>
<thead>
<tr>
<th>OPTION</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TWO WAY RADIO PREP - INSTALL GROUND PLANE, 18X16 20ga STEEL PLATE ATTACHED TO ROOF BOW, PULL WIRE INSIDE A BLUE TUBE, 10ga POWER &amp; GROUND WIRES ROUTED STREET SIDE BEHIND DRIVER, 30 amp RESET BREAKER AND ACCESS PLATE (MUST BE WIRED IGNITION HOT)</td>
<td>1</td>
<td></td>
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</tbody>
</table>
Audio and Video Options (Cont'd.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G05201</td>
<td>PA SYSTEM 500 - Integrated into Radio Ordered Except Premium Sound System</td>
</tr>
<tr>
<td>99</td>
<td>AVEGO MINI MOBILE DATA TERMINAL 4 - 6 WEEKS DELIVERY LOCATION: MOUNT NEAR FAREBOX</td>
</tr>
<tr>
<td>99</td>
<td>GPS 12 VOLT PREWIRE &amp; GROUND OUT OF DOGHOUSE TO THE RIGHT (NEAR FARE BOX) WIRED TO IGNITION</td>
</tr>
<tr>
<td><strong>Electric Options</strong></td>
<td></td>
</tr>
<tr>
<td>G3520</td>
<td>TRANSIGN FRONT VISTA 6TA DESTINATION SIGN, VS1698 39.5&quot; X 9.5&quot; W/CONTROL &amp; CARD</td>
</tr>
<tr>
<td>99</td>
<td>TRANSIGN SIDE VISTA STAR DESTINATION SIGN, VS1600 33&quot; X 9.5&quot; (CONTROL &amp; CARD NOT NEEDED) FIXED WINDOW 20% LIGHT TRANSMISSION</td>
</tr>
<tr>
<td>G35010</td>
<td>DOME LIGHTS, DOOR ACTIVATED</td>
</tr>
<tr>
<td>99</td>
<td>UPGRADE ALL INTERIOR LIGHTS TO LED, OPTRONIX BRAND</td>
</tr>
<tr>
<td>99</td>
<td>UPGRADE 1 EXTERIOR SKIRT ADA LIGHT TO LED, OPTRONIX BRAND</td>
</tr>
<tr>
<td>OPTRONIXS BRAND: LED EXT LIGHTING PKG INC: CLEARANCE, UPPER MARKER LIGHT, LOWER REAR SIDE MARKER LIGHT, SIDE MARKER-DIRECTIONAL LIGHT, 3RD BRAKE LIGHT, LICENSE PLATE LIGHT, BRAKE LIGHTS, BACK UP LIGHTS &amp; REAR TURNS</td>
<td></td>
</tr>
<tr>
<td>G35108</td>
<td>&quot;AS BUILT&quot; WIRING DIAGRAMS, HARD COPY AND CD</td>
</tr>
<tr>
<td><strong>Exterior Options</strong></td>
<td></td>
</tr>
<tr>
<td>G35270</td>
<td>MIRRORS, EXTERIOR REMOTE HEATED, ROSCO (GM ONLY)</td>
</tr>
<tr>
<td>G40000</td>
<td>ELECTRIC DOOR 30&quot; WITH EXTERNAL KEY SWITCH</td>
</tr>
<tr>
<td>G40211</td>
<td>RONEO RIM BUMPER - REAR</td>
</tr>
<tr>
<td>G40292</td>
<td>RONEO RIM CLOSEOUT PANEL</td>
</tr>
<tr>
<td>99</td>
<td>SPORTSWORK BIKE RACK DL2, FRONT BUMPER</td>
</tr>
</tbody>
</table>

**Exterior Paint and Graphics**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45015</td>
<td>PAINT ENTIRE BUS ONE NON-CUSTOM COLOR, ALSO INC DRIVER'S DOOR JAM (EXCEPT ROOF) 21&quot; - 26&quot; BUS</td>
</tr>
<tr>
<td>G45017</td>
<td>PAINT ROOF, 20&quot; - 26&quot;</td>
</tr>
<tr>
<td>G45003</td>
<td>PAINT WHEEL RIMS, EACH</td>
</tr>
<tr>
<td>G45031</td>
<td>CUSTOM GRAPHICS - NEED ELEVATION DRAWING (ESTIMATED PRICE PER HEIDI) JIM TO VERIFY WHEN PICS ARE PROVIDED</td>
</tr>
<tr>
<td>G45103</td>
<td>NEED VINYL SELECTION</td>
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**Paratransit Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G70155</td>
<td>DOUBLE LIFT DOORS</td>
</tr>
<tr>
<td>G70339</td>
<td>Q-STRANT Q-8100-A1-SC QRT DEL SLIDE &amp; CLICK MANUAL RETR SYS WIPEG</td>
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**Ricon Lift / Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>G70066</td>
<td>LIFT PKG - K5510 RICON REAR LIFT W/34&quot;PLATFORM, 403/404 APPROVED</td>
</tr>
</tbody>
</table>

**Lift Package Includes:** Double Door w/ Gas Strut,T-Latch, post & receiver, Modified Roof Opening, Lift, Park Interlock, ADA Signs, ADA Lift & Entrance Lighting, Door Ajar Buzzer & Light, Rear Exhaust on Rear Lifts

**Safety Options**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75004</td>
<td>TRANSP ESCAPE HATCH 1876-028-011, STANDARD DUAL PURPOSE - GREY</td>
</tr>
<tr>
<td>G75025</td>
<td>HAND RAIL FWD OF ENTRANCE DOOR (FOR USE W ELECTRIC DOOR ONLY)</td>
</tr>
<tr>
<td>G75019</td>
<td>HAND RAILS, OVERHEAD</td>
</tr>
<tr>
<td>G75055</td>
<td>MIRROR, INTERIOR 5&quot; X 9&quot; CONVEX</td>
</tr>
<tr>
<td>G75002</td>
<td>STANCHION &amp; MODESTY PANEL W/PLEXIGLASS BARRIER, DRIVER'S SIDE</td>
</tr>
<tr>
<td>G75050</td>
<td>DECAL &quot;WATCH YOUR STEP&quot;</td>
</tr>
<tr>
<td>G75017</td>
<td>STANDEE LINE &amp; STANDEE SIGN, WHITE</td>
</tr>
<tr>
<td>G75039</td>
<td>STC PULL CORD &amp; SIGN</td>
</tr>
<tr>
<td>G65090</td>
<td>TOUCH TAPE LOCATED AT WC POSITIONS</td>
</tr>
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</table>

**Interior Options**

<table>
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<tr>
<th>Code</th>
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<tbody>
<tr>
<td>G50076</td>
<td>AZCEL, SUPERLITE PANELS ILO ALL LAUN PANELS (includes Ceiling), 20&quot; - 26&quot;</td>
</tr>
<tr>
<td>G51119</td>
<td>ALTRO FLOORING, 20&quot; - 26&quot; &quot;META TFM 22&quot; SERIES</td>
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<tr>
<td>99</td>
<td>TFM 2393 STORM GRAY</td>
</tr>
<tr>
<td>99</td>
<td>GFI ODYSSEY VAUATING FAREBOX - SEE FLOOR PLAN FOR LOCATION</td>
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**Freedman Seating - 17.5" Featherweight Seats**

<table>
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<tr>
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<tbody>
<tr>
<td>G50076</td>
<td>17.5&quot; MID-HIGH DOUBLE</td>
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**Freedman Seating - Flip Seats ALL**

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>G5011</td>
<td>DOUBLE 34&quot; BV FORWARD FACING FOLDAWAY (Floor Mount)</td>
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</table>

PAGE 3
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>G50600</td>
<td>18 PABSENDER SEAT LEVEL 1: OXEN VINYL</td>
</tr>
<tr>
<td></td>
<td>#642 OXEN DARK BLUE VINYL</td>
</tr>
<tr>
<td>G50725</td>
<td>8 ANTI-VAKADALISM GRAB RAIL, RH (LOW, MID &amp; FOLDAWAY ONLY)</td>
</tr>
<tr>
<td>G50726</td>
<td>8 ANTI-VAKADALISM GRAB RAIL, LH (LOW, MID &amp; FOLDAWAY ONLY)</td>
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<tr>
<td>G50102</td>
<td>5 BLACK U.S. ARM, RH</td>
</tr>
<tr>
<td>G50103</td>
<td>4 BLACK U.S. ARM, LH</td>
</tr>
<tr>
<td>G50717</td>
<td>1 GM OEM DRIVERS SEAT COVER (REQ. WITH GM OEM DRIVER’S SEAT)</td>
</tr>
<tr>
<td>G50303</td>
<td>1 DRIVER SEAT LEVEL 4: DREAM CATCHER</td>
</tr>
<tr>
<td></td>
<td>#158 BOLSTER BLUE</td>
</tr>
<tr>
<td>G30205</td>
<td>1 &quot;AS BUILT&quot; PARTS MANUAL</td>
</tr>
<tr>
<td>G30100</td>
<td>1 GLAVAL DISCOUNT</td>
</tr>
<tr>
<td>G30100</td>
<td>1 OPTIONAL EQUIPMENT DISCOUNT</td>
</tr>
<tr>
<td></td>
<td>1 MOTOROLA CM200 TWO-WAY RADIO</td>
</tr>
</tbody>
</table>
|        | PRODUCTION NOTE: DO NOT INSTALL PROTECTIVE PAPER ON STEPS NOR AISLE WAY
The galvanized, steel-safe construction the Glaval Titan II is sure to deliver.

The 6.0L gas or 6.6L diesel engine, with a variety of floor plans available, the TITAN II can seat up to 25 riders in the commercial bus market. Built on the Chevy chassis, the TITAN II is available with either

With a solid reputation for both quality and dependability, the TITAN II has quickly become an industry

STRENGTH AND GOOD LOOKS
### STANDARD CHASSIS FEATURES

<table>
<thead>
<tr>
<th>Feature</th>
<th>Gas 3500</th>
<th>Diesel 3500</th>
<th>Gas 4500</th>
<th>Diesel 4500</th>
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<tbody>
<tr>
<td>Engine</td>
<td>6.0L Gas Vortec V-8; VTM Hybrid Available and CNG Option</td>
<td>6.0L Duramax Diesel; VTM Hybrid Available</td>
<td>6.0L Gas Vortec V-8; VTM Hybrid Available and CNG Option</td>
<td>6.0L Duramax Diesel; VTM Hybrid Available</td>
</tr>
<tr>
<td>Power</td>
<td>324hp; 373 lb-ft</td>
<td>260hp; 525 lb-ft</td>
<td>324hp; 373 lb-ft</td>
<td>260hp; 525 lb-ft</td>
</tr>
<tr>
<td>GVWR</td>
<td>12,300</td>
<td>12,300</td>
<td>14,200</td>
<td>14,200</td>
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<tr>
<td>Alternator</td>
<td>Single 145 Amp</td>
<td>Dual 145 Amp</td>
<td>Single 145 Amp</td>
<td>Dual 145 Amp</td>
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<tr>
<td>Fuel System</td>
<td>33 Gallons</td>
<td>33 Gallons</td>
<td>57 Gallons</td>
<td>57 Gallons</td>
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<tr>
<td>Transmission</td>
<td>6 Speed</td>
<td>6 Speed</td>
<td>6 Speed</td>
<td>6 Speed</td>
</tr>
<tr>
<td>Parking Brake</td>
<td>Foot-Operated, Hand Release</td>
<td>Foot-Operated, Hand Release</td>
<td>Foot-Operated, Hand Release</td>
<td>Foot-Operated, Hand Release</td>
</tr>
<tr>
<td>Wipers</td>
<td>Intermittent</td>
<td>Intermittent</td>
<td>Intermittent</td>
<td>Intermittent</td>
</tr>
<tr>
<td>Battery</td>
<td>Dual Batteries</td>
<td>Dual Batteries</td>
<td>Dual Batteries</td>
<td>Dual Batteries</td>
</tr>
<tr>
<td>Cruise Control</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Power Steering</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
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<tr>
<td>Tilt Steering</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
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<td>Wheels</td>
<td>White, Dual Rear Wheels</td>
<td>White, Dual Rear Wheels</td>
<td>White, Dual Rear Wheels</td>
<td>White, Dual Rear Wheels</td>
</tr>
<tr>
<td>Tires</td>
<td>Wide Profile Radial</td>
<td>Wide Profile Radial</td>
<td>Wide Profile Radial</td>
<td>Wide Profile Radial</td>
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<tr>
<td>Headlights</td>
<td>Halogen Aero</td>
<td>Halogen Aero</td>
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<td>Halogen Aero</td>
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<tr>
<td>Horn</td>
<td>Dual Electric</td>
<td>Dual Electric</td>
<td>Dual Electric</td>
<td>Dual Electric</td>
</tr>
<tr>
<td>Running Lights</td>
<td>Daytime</td>
<td>Daytime</td>
<td>Daytime</td>
<td>Daytime</td>
</tr>
<tr>
<td>Brakes</td>
<td>Front &amp; Rear Disc</td>
<td>Front &amp; Rear Disc</td>
<td>Front &amp; Rear Disc</td>
<td>Front &amp; Rear Disc</td>
</tr>
<tr>
<td>Anti-Lock</td>
<td>4-Wheel</td>
<td>4-Wheel</td>
<td>4-Wheel</td>
<td>4-Wheel</td>
</tr>
<tr>
<td>Stereo</td>
<td>AM/FM/CD w/4 Speakers</td>
<td>AM/FM/CD w/4 Speakers</td>
<td>AM/FM/CD w/4 Speakers</td>
<td>AM/FM/CD w/4 Speakers</td>
</tr>
<tr>
<td>Front Bumper/Grill</td>
<td>Chrome</td>
<td>Chrome</td>
<td>Chrome</td>
<td>Chrome</td>
</tr>
<tr>
<td>Air Conditioner</td>
<td>Automotive</td>
<td>Automotive</td>
<td>Automotive</td>
<td>Automotive</td>
</tr>
<tr>
<td>Rear Stabilizer Bar</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Driver's Seat</td>
<td>OEM</td>
<td>OEM</td>
<td>OEM</td>
<td>OEM</td>
</tr>
<tr>
<td>Exhaust</td>
<td>Rear Routed: Aluminized Steel</td>
<td>Rear Routed: Aluminized Steel</td>
<td>Rear Routed: Aluminized Steel</td>
<td>Rear Routed: Aluminized Steel</td>
</tr>
<tr>
<td>Engine Shutdown/Alarm</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
<td>Standard</td>
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</tbody>
</table>

### MODEL SPECIFICATIONS

* All Measurements Approximate

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Chassis</td>
<td>Chevy Cutaway</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>139&quot;/159&quot;/182&quot;/190&quot;</td>
</tr>
<tr>
<td>Front Axle Rating</td>
<td>4,600#</td>
</tr>
<tr>
<td>Rear Axle Rating</td>
<td>8,600#/9,600#</td>
</tr>
<tr>
<td>Overall Length (Bumper to Bumper)</td>
<td>21'-22'/23'/24'/26'</td>
</tr>
<tr>
<td>Overall Width</td>
<td>96&quot;</td>
</tr>
<tr>
<td>Overall Height (Excludes Escape Hatch or Roof/AC)</td>
<td>114&quot;</td>
</tr>
<tr>
<td>Front Overhang</td>
<td>38&quot;</td>
</tr>
<tr>
<td>Interior Height</td>
<td>78&quot;</td>
</tr>
<tr>
<td>Interior Width</td>
<td>92&quot;</td>
</tr>
<tr>
<td>Axle Width</td>
<td>18&quot;</td>
</tr>
<tr>
<td>Clear Door Opening</td>
<td>30&quot;</td>
</tr>
<tr>
<td>Floor Height from Ground</td>
<td>26 1/2&quot;</td>
</tr>
<tr>
<td>Ground to First Step</td>
<td>11&quot;</td>
</tr>
<tr>
<td>Step Riser</td>
<td>9 5/8&quot;</td>
</tr>
<tr>
<td>Step Tread</td>
<td>12&quot;</td>
</tr>
<tr>
<td>Step Width</td>
<td>34&quot;</td>
</tr>
</tbody>
</table>

### STANDARD CONVERSION FEATURES

- Steel Safe: Constructed Floor, Roof and Sidewalls Galvanized Steel Floor Frame Galvanized Steel Stepwell Galvanized, All Structure
- 5/8" Treated Marine Grade Plywood Flooring Gray Korosteel Commercial Flooring w/Ribbed Ankle Cove Molding
- Vacuum Laminated Construction, Side and Rear Fiberglass Front Cap & 5-Piece ABS Rear Cap Fiberglass Composite Roof
- T-Slide Windows
- Full View Curb Window Electric Panel w/ Diagnostic Fuses
- LED Stepwell Lights
- Vinyl Clad Laminated Ceiling & Interior Sidewalls
- Track Seating Curb side Entrance Modesty Panel & Stanchion Rear Center Brake Light (Incandescent)
- Exhaust Mud Shield
- Steel Rear Bumper (Powder Coated)
- Window Drip Rails Exterior Rub Rails
- White Exterior
- Foam-in-Place Roof Insulation
- Front End Alignment (Toe-In, Toe-Out)
- Under Coating with Warranty

### 5 YEAR/100,000 MILE LIMITED WARRANTY

Specifications and options are subject to change without notice.

Paratransit Options
- Includes a single door, lift, park interlock, ADA Sign, Door Activated Lift and Entrance Lighting. Rear Exhaust (Rear or Roadside. Exhaust required for Rear Lift).

Chassis Options
- Stainless steel snap on wheel covers
- Teflon Retarder
- Rear Tow Hook
- Exhaust, Rear
- VTM Hybrid Assist System
- Gramming Rear Air Ride Suspension
- Kaleman Rear Air Ride Suspension
- Mor/Ryde Rear Suspension
- CNG option

Glaval Bus
A Berkshire Hathaway Company. All Rights Reserved. 914 CR 1 North, Elkins, WV 26241
800-445-2825
www.glavalbus.com

Dual Door Cab
with Co-Pilot Seat

ISO 9001:2008 certified

Dual Door Cab with Co-Pilot Seat

5 YEAR/100,000 MILE LIMITED WARRANTY

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- CNG option

Glaval Bus
A Berkshire Hathaway Company. All Rights Reserved. 914 CR 1 North, Elkins, WV 26241
800-445-2825
www.glavalbus.com

Dual Door Cab
with Co-Pilot Seat

ISO 9001:2008 certified
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

### A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NBS-111</td>
<td>FORD 6.7L DIESEL UPGRADE</td>
<td>$11,995.20</td>
<td>$11,995.20</td>
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<tr>
<td>NBS-115</td>
<td>SPARE TIRE- SHIPPED LOOSE 22.5&quot;</td>
<td>$900.00</td>
<td>$900.00</td>
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<tr>
<td>NBS-204</td>
<td>TRANSAIR 120,000 BTU A/C UPGRADE</td>
<td>$5,100.00</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>NBS-402</td>
<td>VISTA STAR DESTINATION SIGN W/CONTROL PANEL</td>
<td>$2,826.00</td>
<td>$5,652.00</td>
</tr>
<tr>
<td>NBS-509</td>
<td>ROMEO RM BUMPER-REAR (HEAVY DUTY)</td>
<td>$1,440.00</td>
<td>$1,440.00</td>
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<tr>
<td>NBS-511</td>
<td>BIKE RACK- SPORTWORKS DL-2</td>
<td>$1,878.00</td>
<td>$1,878.00</td>
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<tr>
<td>NBS-904</td>
<td>MID-HI DBL RECLINER UPGRADE</td>
<td>$1,099.20</td>
<td>$1,099.20</td>
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<tr>
<td>NBS-412</td>
<td>ELECTRONIC FAREBOX W/BILL READER</td>
<td>$10,860.00</td>
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<tr>
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<td>Published Option Discount</td>
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Subtotal from Additional Sheet(s): $35,123.76

### C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

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<thead>
<tr>
<th>Quantity</th>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
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<td>CLIMATE CONTROL OPTIONS</td>
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<td>DIAGNOSTIC EQUIPMENT</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CAMERA SYSTEM</td>
<td>$1,798.93</td>
<td>$1,798.93</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal from Additional Sheet(s): $14,949.24

Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C): $154,075.00

For this transaction the percentage is: 11%

### F. Trade-In / Other Allowances / Special Discounts / Freight / Installation

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>FREIGHT</td>
<td>2894</td>
<td>2,894.00</td>
</tr>
</tbody>
</table>

Subtotal F: $2,894.00

Total Purchase Price (D+E+F): $157,569.00
**ATTACHMENT C**

**AGENDA ITEM: VII.F.**

**TTD Board Meeting Packet - July 8, 2011**

---

**GLVAL BUS**

**A Division Of Forest River, Inc.**

**JUNE 14, 2010**

**APOLLO / CONCORDE II / ENTOURAGE ORDER FORM - 2**

**03/31/11**

---

**Dealer No / Name:** 021735 - NATIONAL BUS SALES & LEASING

**Shipping Location:** DEALER PICK UP

**Shipping Contact:** MARLENE MACHIN

**Salesperson:** BRENT ROY / JOE MACHIN

---

**End User:** TAHOE TRANSIT

**Address:**

**City/State/Zip:**

**Contact:**

---

**Requested Delivery Date**

**Dealer Purchase Order No.:**

**Ship**

**X** Pick Up

---

**CUTAWAY STYLE CONCORDE II (RH DOOR DELETE)**

**FORD F650 / CUTAWAY / RH DOOR DELETE - 96" WIDE**

**CXR0836**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99</td>
<td>1</td>
<td>DROP CHAINS - ONSPOT DROP TIRE CHAINS (8 CHAIN TYPE)</td>
</tr>
<tr>
<td>G35016</td>
<td>1</td>
<td>BATTERY BOX AND POWDER COATED TRAY WIRED LATCH &amp; TOP HINGED LAMINATED DOOR W TRIM (CONCORDE II)</td>
</tr>
<tr>
<td>G35103</td>
<td>1</td>
<td>MASTER DISCONNECT SWITCH</td>
</tr>
<tr>
<td>G16122</td>
<td>1</td>
<td>22.5&quot; SPARE TIRE (SHIPPED LOOSE) APOLLO OR CONCORDE II</td>
</tr>
<tr>
<td>G15259</td>
<td>1</td>
<td>VALVE STEM EXTENSIONS</td>
</tr>
</tbody>
</table>

**Note:** STANDARD EXHAUST ON CONCORDE II IS REAR, STREET SIDE

---

**Climate Control - Trans Air**

**NOTE:** BTU RATINGS INCLUDE CHASSIS/DASH AIR OF APPROXIMATELY 15,000 BTU**

**CONCORDE II CUTAWAY**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99</td>
<td>1</td>
<td>TA45PF77B33 120,000 BTU AIR CONDITIONING (C2 CUTAWAY) 2-SMC3; TA46 FRONT EVAP; TA77 REAR EVAP; 13 CID + OEM COMP; QUICK CONN HOSE</td>
</tr>
</tbody>
</table>

---

**Auxiliary Heaters**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G20101</td>
<td>1</td>
<td>65,000 BTU HEATER</td>
</tr>
<tr>
<td>G22010</td>
<td>1</td>
<td>See HXER Location(s) on Floor Plan</td>
</tr>
<tr>
<td>G22019</td>
<td>1</td>
<td>COLD WEATHER PACKAGE; INCLUDES AUX HTR PUMP AND WRAPPED LINES</td>
</tr>
</tbody>
</table>

---

**4/4/2011**

---

**1 of 3**
Audio and Video Options

- NOTE: 8 EXECUTIVE SPEAKERS IN BODY PLUS THE OEM DRIVER DOOR SPEAKER IS WORKING

G05115 2 5th EXECUTIVE SPEAKERS, SET OF 4 TOTAL OF 8 SPEAKERS IN PASSENGER COMPRT

G05301 1 TWO WAY RADIO PREP - INSTALL GROUND PLANE, 18X18 20ga STEEL PLATE ATTACHED TO ROOF BOW, PULL WIRE INSIDE A BLUE TUBE, 10ga POWER & GROUND WIRES ROUTED STREET SIDE BEHIND DRIVER, 30 amp RESET BREAKER AND ACCESS PLATE (MUST BE WIRED IGNITION HOT)

G05201 1 PA SYSTEM 500 - INTEGRATED INTO RADIO ORDERED EXCEPT PREMIUM SOUND SYSTEM

99 1 AVEGO MINI MOBILE DATA TERMINAL 4 - 6 WEEKS DELIVERY LOCATION MOUNT NEAR FAREBOX

99 1 GPS 12 VOLT PREWIRE & GROUND OUT OF DOGHOUSE TO THE RIGHT (NEAR FARE BOX) WIRED TO IGNITION

Electric Options

G35520 1 TRANSIGN FRONT VIATA STAR DESTINATION SIGN, VS1696I 39.5" X 9.5" W/CONT & CARD

99 1 TRANSIGN SIDE VIATA STAR DESTINATION SIGN, VS1680 33" X 9.5" (CONTROL & CARD NOT NEEDED)

G35101 1 DOME LIGHTS, DOOR ACTIVATED

- PURCHASING / PRODUCTION NOTE: LED EXT LIGHTING PKG INCLUDES CLEARANCE, UPPER MARKER LIGHT, LOWER REAR-SIDE MARKER LIGHT, 3RD BRAKE LIGHT, LICENSE PLATE LIGHT, BRAKE LIGHTS, BACK UP LIGHTS & REAR TURNS - STD ON APOLLO & CONCORDE II

99 1 UPGRADE FOR ALL EXTERIOR LIGHTS SHALL BE LED OPTRONIX LIGHTS

99 1 UPGRADE ALL INTERIOR LIGHTS TO LED OPTRONIX BRAND

99 1 UPGRADE 1 EXTRIOR SKIRT ADA LIGHT TO LED OPTRONIX BRAND

G35108 2 "AS BUILT" WIRING DIAGRAMS, HARD COPY AND CD

Exterior Options

- NOTE: PANORAMIC WINDOW IS NOT AVAILABLE ON CONCORDE II CUTAWAY

G40014 1 ELECTRIC DOOR 30" TO 40" WITH EXTERNAL KEY SWITCH

G40213 1 ROMEO RIM BUMPER - REAR (HEAVY UTILITY - 18,291 lbs and up) N/A WIDROP FLOOR LUGGAGE OR 162" WIDE

G40292 1 ROMEO RIM CLOSEOUT PANEL

99 1 SPORTSWORK BIKE RACK DL2

Exterior Paint and Graphics for Concorde & Apollo

G45027 1 PAINT ENTR BUS ONE NON-CUSTOM COLOR, ALSO INCL DRIVER'S DOOR JAM (EXCEPT ROOF, ENTRY DOOR JAM, & ENTRY DOOR) 22' - 30' BUS, PRIORITY TO PAINT, USE CLEAR CAULK AFTER PAINT.

G45018 1 PAINT ROOF, 27' & UP

G45003 4 PAINT WHEEL RIMS, EACH

G45103 1 PAINT CODE: BS308F BLUE CHROMAPREMIER

- CUSTOM GRAPHICS - NEED ELEVATION DRAWING (ESTIMATED PRICE PER HEIDI) JIM TO VERIFY WHEN PICS ARE PROVIDED

- NEED VINYL SELECTION - (GO BLUE!)

Paratransit Options

REAR LIFT NOTE: REAR DOUBLE DOOR WILL RECEIVE A GAS STRUT. FRONT DOOR TO RECEIVE A POST & RECEIVER AND T-LATCH

G70156 1 DOUBLE LIFT DOORS

G70139 2 Q-STRAIT Q-1000-A1-SC ORT DEL SLIDE & CLICK MANUAL RETR SYS W/MPEG

Ricon Lifts

G70086 1 LIFT PKG - K5510 RICON REAR LIFT W/34" PLATFORM, 403/404 APPROVED

- Lift Package includes: Double Door w/ Gas Strut, T-Latch, post & receiver, Modified Roof Opening, Lift, Park Interlock, ADA Signs, ADA Lift & Entrance Lighting, Door Ajar Buzzer & Light, Rear Exhaust on Rear Lifts

Safety Options

G75004 1 TRANSPEC ESCAPE HATCH 1970-026-011, STANDARD DUAL PURPOSE - GREY

G75025 1 HAND RAIL FWD OF ENTRANCE DOOR (FOR USE WITH ELECTRIC DOOR ONLY)

G75032 1 HAND RAILS, OVERHEAD (2)

G75035 1 MIRROR, INTERIOR 6" X 9" CONVEX

G75022 1 STANCHION & MODESTY PANEL WP/LEXIGLASS BARRIER, DRIVER'S SIDE

G75050 1 DECAL "WATCH YOUR STEP"

G75017 1 STANDEE LINE & STANDEE SIGN, WHITE

- STOP REQUEST SYSTEM INC, PULL CORD & SIGN, PRODUCTION NOTE: PULL CORD TO BE A MAXIMUM OF 48" ABOVE FLOOR FOR FIXED ROUTE UNITS ONLY - STD LOCATION IS THROUGH T-SLIDE

99 1 TOUCH TAPE LOCATED AT WIC POSITIONS

G65001 1 SAFETY PKG 2: 2/3 FIRE Extinguisher, 31 Unit First Aid Kit: Triangles & B/U Alarm

4/4/2011
### Interior Options

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G55120</td>
<td>1 ALTRO FLOORING, 27&quot; &amp; UP &quot;META TFM 22&quot; SERIES</td>
</tr>
<tr>
<td>99</td>
<td>1 TFM 22 900 STORM GRAY</td>
</tr>
<tr>
<td>99</td>
<td>1 GFI ODYSSEY VALIDATING FAREBOX - SEE FLOOR PLAN FOR LOCATION</td>
</tr>
</tbody>
</table>

### Luggage Storage Options

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99</td>
<td>OVERHEAD LUG RACKS W/ OPTRONIX LIGHTS I PO READING LIGHTS &amp; 3 INTERIOR 14&quot; X 3&quot; LED LIGHTS DOWN CENTER AISLE</td>
</tr>
<tr>
<td>1</td>
<td>PRODUCTION NOTE: MUST INSTALL LIGHT BAR LIGHTS</td>
</tr>
<tr>
<td></td>
<td>Switch on dash and install spkr in the ceiling 34&quot; center to center (width)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>G50408</td>
<td>11 17.5&quot; MID-HIGH DOUBLE RECLINER</td>
</tr>
<tr>
<td>G50511</td>
<td>4 DOUBLE 34&quot; BV FORWARD FACING FOLDAWAY (FLOOR MOUNT)</td>
</tr>
<tr>
<td>G50600</td>
<td>30 PASSENGER SEAT LEVEL 1: OXEN VINYL</td>
</tr>
<tr>
<td></td>
<td>8442 OXEN DARK BLUE VINYL</td>
</tr>
<tr>
<td></td>
<td>Freedman Seating - Flip Seats</td>
</tr>
<tr>
<td></td>
<td>Freedman Seating - Fabric Selection - Per Passenger Seat</td>
</tr>
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</table>

### Freedman Accessories - ALL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>G50725</td>
<td>14 ANTI-VANDALISM GRAB RAIL, RH (LOW, MLD &amp; FOLDAWAY ONLY)</td>
</tr>
<tr>
<td>G50726</td>
<td>14 ANTI-VANDALISM GRAB RAIL, LH (LOW, MLD &amp; FOLDAWAY ONLY)</td>
</tr>
<tr>
<td>G50102</td>
<td>9 BLACK U.S. ARM, RH</td>
</tr>
<tr>
<td>G50103</td>
<td>6 BLACK U.S. ARM, LH</td>
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</table>

### Miscellaneous (Comments/Other)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G30305</td>
<td>1 &quot;AS BUILT&quot; PARTS MANUAL</td>
</tr>
<tr>
<td>G30100</td>
<td>1 CREDIT FOR BATTERY BOX ON CONCORDE II</td>
</tr>
<tr>
<td>G30101</td>
<td>1 GLAVAL DISCOUNT</td>
</tr>
<tr>
<td>G30102</td>
<td>1 OPTIONAL EQUIPMENT DISCOUNT</td>
</tr>
<tr>
<td></td>
<td>1 MOTOROLA CM200 TWO-WAY RADIO</td>
</tr>
</tbody>
</table>

4/4/2011  3 of 3
Cruise in Style and Strength!

The Concorde II boasts superior Glaval engineering and the attributes that offer a truly impressive medium-duty bus for a variety of applications!

Built on the rugged Ford F-650 airporter-style chassis with a Cummins engine and 2200 Allison transmission, its full air suspension and 22.5” wheels give you an unsurpassed ride and driving experience. The Concorde II provides the ultimate in performance, comfort and durability. The rear kneeling feature makes accessing luggage compartments a breeze!

With sleek, aerodynamic styling, seating up to 40 passengers, a cutting edge front upper panoramic window for better viewing and durable “steel-cage” construction, the Concorde II is brawn and beauty, built for a long service life at an economical price.

**Specifications**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Concorde II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chassis</td>
<td>Ford F-650</td>
</tr>
<tr>
<td>Wheelbase</td>
<td>242”/281”</td>
</tr>
<tr>
<td>Engine</td>
<td>5.9L Cummins</td>
</tr>
<tr>
<td>Transmission</td>
<td>Allison 2200</td>
</tr>
<tr>
<td>Tires</td>
<td>Radial</td>
</tr>
<tr>
<td>Exterior Height</td>
<td>127”</td>
</tr>
<tr>
<td>Exterior Width</td>
<td>96” or 102”</td>
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<tr>
<td>Interior Height</td>
<td>78”</td>
</tr>
<tr>
<td>Interior Width</td>
<td>92” or 98”</td>
</tr>
<tr>
<td>Length</td>
<td>30’/32’/34’/36’/38’/40’</td>
</tr>
<tr>
<td>GVWR</td>
<td>26,000</td>
</tr>
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</table>

Specifications subject to change without notice.

“Steel-Safe” construction wraps passengers in strength and comfort. The subfloor of welded rectangular tube steel is covered with 5/8” pressure-treated MarineTech plywood. A welded steel cage frame is filled with solid-block dense foam insulation and laminated to a galvanized steel exterior skin and an interior wall of vinyl-covered lauan for the side and rear walls that give you the durability and strength you need. All Glaval buses have a 5-year/100,000 mile limited warranty.

Glaval Bus
A Division Of Forest River, Inc.
Standard Features

Chassis
- Ford F-650
- Cummins 5.9L
- 220 Amp LN
- Dual 50 Gallon Fuel Tanks
- Allison Transmission (2200)
- Brakes, Front and Rear
- Spring Acoustics Park Brake
- Automotive Air
- Rear Air Suspension with Dump Valve
- Easy Tilt Hood
- Intermittent Wipers
- 2 Batteries 1800CCA
- Cruise Control
- High Idle
- Power Steering
- Tilt Steering
- Dual Rear Tires (22.5"
- Radial Tires
- Halogen Headlights
- Block Heater
- Dual Cab Doors (Air Porter)
- Air Ride Driver's Seat
- 22.5" Tires
- Front Tow Hooks
- AM/FM/CD Player with 8 speakers
- Upper Panoramic Window

Conversion
- Single Piece Structural Panel Assembly Including Steel Frame, Dense Foam Insulation, and Luan Laminate to Galvaneal Steel Exterior and Gray Vinyl-Coated Luan Interior Walls and Ceiling
- Galvaneal Step Well
- 5/8" Pressure-Treated MarineTech Plywood Flooring
- Flooring, Gray Karateal Ribbed Center; Smooth Under Seats; Cove Molding
- Fiberglass Front and ABS Rear Cap
- Fiberglass Fuel Tank Covers
- 32" x (22", 46" Windows with T-Slides)
- Electric Door, 20" with Aluminum Frame and Ext. Key Switch
- Track Seating

Interior
- Electrical Panel
- Circuit Breakers
- Interior 12V Lighting
- Stepwell Lights
- Curbside Stainless Steel Stanchion
- Curbside Entrance Modesty Panel
- Flat Floor

Exterior
- White Exterior
- Fiberglass Composite Roof
- Full Length Metal Skirts
- Rear Center Brake Light
- 10 Gm. Rear Bumper; Powder Coated Steel
- Rear Mud Flaps
- Undercoating with Warranty
- Window Strip Rail
- Front End Alignment
- Mirrors, Exterior Remote
- Side Directional Lights
- Chrome Front Bumper and Grill
- License Plate Holder

Optional Features

Chassis
- CAT C7
- Aluminum Wheels
- Engine Alarm/Shutdown
- Exhaust Strainer
- Heater Pump
- Hubometer
- Spare Tire (shipped loose)
- Stainless Steel Wheel Inserts
- Tail Retarder
- Rear Tow Hooks
- Recess Rim Rear Bumper
- Anti-Ride Bumper
- Chrome Exhaust Deflector

Climate Control
- 108,000-120,000 BTU Air Conditioning
- Road Top Air Conditioning
- 35,000 BTU Heater
- 65,000 BTU Heater
- Ducted Air System (Carrier Air Conditioning Available)

Electrical
- Destination Sign, Single
- Destination Sign, Multiple
- Dome Lights, Door Activated
- Door Air Blower and Light
- Electric Door, 40" with Aluminum Frame and Ext. Key Switch
- Keyless Entry
- 8D Battery with Slide-Out Tiny
- PA System
- 12V Fluorescent Light
- Speakers
- Two-Way Radio Prep
- TV/Video or DVD Package: LCD Monitors
- Electronic Package AM/FM: Cassette with 8 Speakers
- Door Activated Dome Lights
- Premium Sound System
- 20" LCD TV with DVD Player
- Interlock System (CA Approved)
- Pedal Kit (CA Approved)
- Kinedyne Tiedowns
- Q-Straint Tiedowns
- Q-Straint Retractor System
- Lift Package, Braun Front
- Lift Package, Braun Rear
- Lift Package, Ricon Front
- Lift Package, Ricon Rear
- Includes Doors: Lift, Park Interlock, ADA Signs; Door Activated Lift and Entrance Lighting

Safety
- Backup Alarm
- Escape Hatch, Standard
- Escape Hatch, Deluxe
- Exit Window Alarm
- Hand Rail Entrance (right hand)
- Hand Rails, Overhead
- Mirror, 9" Round Convex
- Mirror, Cross View
- Triangles
- Emergency Egress Window
- Frenzel Lens

Luggage/Storage
- Interior Luggage Racks (various sizes)
- Overhead Luggage Racks
- Under Floor Storage Compartment
- Rear Drop Floor Luggage Compartment
- Moveable Luggage Wall

Floors plans shown are only a few of the designs available. Due to continuous improvement and market changes, specifications and options subject to change without notice.

Your Glaval Bus Dealer:

Glaval Bus
A Division Of Forest River, Inc.
914 CR 1, Elkhart, IN 46514
800-445-2825, Fax: 574-264-4259
www.glavalbus.com

©2007 Forest River, Inc.
**CONTRACT PRICING WORKSHEET**  
**For MOTOR VEHICLES Only**

**Contract No:** BT01-11  
**Date Prepared:** 4/1/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC@ 713-993-4548. Therefore please type or print legibly.

### Buying Agency:
- Tahoe Transportation District
- **Contact Person:** Derek Kirkland  
- **Phone:** 775-589-5504  
- **Fax:** 775-588-0917

### Contractor:
- National Bus Sales & Leasing, Inc.  
- **Prepared By:** Brent Roy/Whitney Fox  
- **Phone:** 817-636-2365  
- **Fax:**  
- **Email:** wkirkland@tahoetransportation.org

### Product Code | Description |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ENTOURAGE-16 PASSENGER W/2 WHEELCHAIR</td>
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</tbody>
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### A. Product Item Base Unit Price Per Contractor’s H-GAC Contract:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NBS-203</td>
<td>TRANS/AIR 110,000 BTU A/C UPGRADE</td>
<td>$3,668.40</td>
<td>$3,668.40</td>
</tr>
<tr>
<td>1</td>
<td>NBS-114</td>
<td>SPARE TIRE-SHIPPED LOOSE</td>
<td>$810.00</td>
<td>$810.00</td>
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<tr>
<td>2</td>
<td>NBS-402</td>
<td>VISTA STAR DESTINATION SIGN W/CONTROL PANEL</td>
<td>$2,826.00</td>
<td>$5,652.00</td>
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<tr>
<td>1</td>
<td>NBS-412</td>
<td>ELECTRONIC FAREBOX W/BILL READER</td>
<td>$10,800.00</td>
<td>$10,800.00</td>
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<tr>
<td>1</td>
<td>NBS-503</td>
<td>MIRRORS, REMOTE HEATED ROSCOE</td>
<td>$832.80</td>
<td>$832.80</td>
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<tr>
<td>1</td>
<td>NBS-509</td>
<td>ROMEO RIM BUMPER-REAR (HEAVY DUTY)</td>
<td>$1,440.00</td>
<td>$1,440.00</td>
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<tr>
<td>1</td>
<td>NBS-511</td>
<td>BIKE RACK-SPORTWORKS DL-2</td>
<td>$1,878.00</td>
<td>$1,878.00</td>
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<tr>
<td>9</td>
<td>NBS-904</td>
<td>MID-HI DBL RECLINER UPGRADE</td>
<td>$109.20</td>
<td>$982.80</td>
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<tr>
<td>1</td>
<td>NBS-103</td>
<td>CNG CONVERSION- FORD</td>
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<td>1</td>
<td>NBS-401</td>
<td>200+ AMP ALTERNATOR</td>
<td>$1,020.00</td>
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</tbody>
</table>

### Published Option Discount
- Subtotal From Additional Sheet(s): $3,464.40
- **Subtotal B:** $49,179.60

### B. Published Options - Itemize below - Attach additional sheet(s) if necessary. Include Option Code in description if applicable.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>CHASSIS OPTIONS</td>
<td>$4,645.00</td>
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<tr>
<td>1</td>
<td>CLIMATE CONTROL OPTIONS</td>
<td>$350.00</td>
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<td>1</td>
<td>AUDIO/VISUAL OPTIONS</td>
<td>$5,727.50</td>
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<td>1</td>
<td>ELECTRICAL OPTIONS</td>
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<tr>
<td>1</td>
<td>EXTERIOR OPTIONS</td>
<td>$5,870.00</td>
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<td>1</td>
<td>SAFETY OPTIONS</td>
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<td>INTERIOR OPTIONS</td>
<td>$3,295.00</td>
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<tr>
<td>1</td>
<td>SEATING OPTIONS</td>
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<tr>
<td>1</td>
<td>ADDITIONAL CNG FUEL TANKS</td>
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<td>1</td>
<td>DIAGNOSTIC EQUIPMENT</td>
<td>$4,500.00</td>
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<tr>
<td>1</td>
<td>CAMERA SYSTEM</td>
<td>$1,798.93</td>
</tr>
</tbody>
</table>

- **Subtotal From Additional Sheet(s):** $32,350.40

### Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

**Quantity Ordered:** 1  
**X Subtotal of A + B + C:** $162,021.00

**For this transaction the percentage is:** 25%

### E. H-GAC Order Processing Charge (Amount Per Current Policy)

**Subtotal E:**

### P. Trade-In / Other Allowances / Special Discounts / Freight / Installation

<table>
<thead>
<tr>
<th>Qty</th>
<th>Code</th>
<th>Description</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FREIGHT (SHIPPED VIA TRUCK)</td>
<td>5367</td>
<td>$5,367.00</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal F:** $5,367.00

**G. Total Purchase Price (D+E+F):** $167,388.00
**AGENDA ITEM: VII.F.**

**TTD Board Meeting Packet - July 8, 2011**

### APOLLO / CONCORDE II / ENTOURAGE ORDER FORM - 4

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99</td>
<td>1</td>
<td>ON SPOT REAR TIRE CHAINS</td>
</tr>
<tr>
<td>99</td>
<td>1</td>
<td>FAST IDLE WITH INTERLOCK &amp; COMPLETE DISPLAY, INTERMOTIVE GTW/3500 (F350 GAS / DSL)</td>
</tr>
<tr>
<td>G35016</td>
<td>1</td>
<td>BATTERY BOX AND POWDER COATED TRAY WIRED LATCH &amp; TOP HINGED LAMINATED DOOR W/ TRIM (ENTOURAGE GAS ONLY)</td>
</tr>
<tr>
<td>G35013</td>
<td>1</td>
<td>MASTER DISCONNECT SWITCH</td>
</tr>
<tr>
<td>G15123</td>
<td>1</td>
<td>15,500 GJVR SPARE TIRE (Shipped Loose) ENTOURAGE</td>
</tr>
<tr>
<td>G15259</td>
<td>1</td>
<td>VALVE STEM EXTENSIONS</td>
</tr>
<tr>
<td>G15201</td>
<td>1</td>
<td>OUT ON THE SIDE OF THE BUS</td>
</tr>
</tbody>
</table>

**Climate Control - Trans Air**

**NOTE: BTU RATINGS INCLUDE CHASSIS/DASH AIR OF APPROXIMATELY 15,000 BTU**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>99</td>
<td>1</td>
<td>TA7723 Super 13 Tie In 110,000 BTU AIR CONDITIONING SMC2 &amp; SMC3 COND; TA77 EVAP, 13 CID COMP; QUICK CONN HOSE MUST SELECT AFTER MARKET 225 AMP ALT</td>
</tr>
</tbody>
</table>

**Auxiliary Heaters**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G20101</td>
<td>1</td>
<td>65,000 BTU HEATER</td>
</tr>
<tr>
<td>G20219</td>
<td>1</td>
<td>COLD WEATHER PACKAGE INCLUDES AUX HTR PUMP AND WRAPPED UNES</td>
</tr>
</tbody>
</table>

**Government or Fleet Identification Number (where applicable)**

**BASE TOTAL**

**Chassis Level**: 11EX75A-CNG 201* WB, 40 GALLON GAS FUEL TANK, SINGLE 157 AMP ALT, 98G CNG

**WIN**:

**Option #**

<table>
<thead>
<tr>
<th>Option #</th>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PURCHASING / PRODUCTION NOTE: MUST USE NEW STYLE ENTRY, WHEEL FLAIRS, AND MORVIEW (ENTOUR.</td>
</tr>
</tbody>
</table>

**Requested Delivery Date**

- Ship
- X Pick Up

**ATTACHMENT C**
### Audio and Video Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G05115</td>
<td>5&quot; EXECUTIVE SPEAKERS, SET OF 4 (TOTAL OF 6 SPEAKERS FOR PASSENGER COMPARTMENT)</td>
</tr>
</tbody>
</table>

**Note:** 6 EXECUTIVE SPEAKERS IN THE BODY - SPACE ACCORDINGLY - AND THE OEM DRIVER DOOR SPEAKER MUST BE WORKING.

### Electric Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G35520</td>
<td>TRANSGS PONT CHARITY DESTINATION SIGN. VS1800 39.5&quot; x 9.5&quot;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G35101</td>
<td>DOME LIGHTS, DOOR ACTIVATED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G99</td>
<td>UPGRADE ALL INTERIOR LIGHTS TO LED, OPTRONIX BRAND</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G99</td>
<td>UPGRADE 1 EXTERIOR SKIRT ADA LIGHT TO LED, OPTRONIX BRAND</td>
</tr>
</tbody>
</table>

### Exterior Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G40114</td>
<td>ELECTRIC DOOR 30&quot; TO 42&quot; WITH EXTERNAL KEY SWITCH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G40213</td>
<td>ROMEO RIM BUMPER - REAR (HEAVY DUTY - 10,201 lbs and up) N/A WIDROP FLOOR LUGGAGE OR 102&quot; WIDE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G40292</td>
<td>ROMEO RIM CLOSEOUT PANEL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G40308</td>
<td>SPORTSWORKS BIKE RACK, REGULAR STEEL</td>
</tr>
</tbody>
</table>

### Exterior Paint and Graphics for Concorde & Apollo

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45016</td>
<td>PAINT ENTIRE BUS ONE NON-CUSTOM COLOR, ALSO INCL DRIVER'S DOOR JAM (EXCEPT ROOF, ENTRY Door JAM, &amp; ENTRY DOORS) 27&quot;-31&quot; BUS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45018</td>
<td>PAINT ROOF, 27&quot; &amp; UP</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45003</td>
<td>PAINT WHEEL RAMS, EACH (MATCH PAINT)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45103</td>
<td>CUSTOM GRAPHICS - NEED ELEVATION DRAWING (ESTIMATED PRICE PER HEIDI) JIM TO VERIFY WHEN PICS ARE PROVIDED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G45103</td>
<td>NEED VINYL SELECTION (GO BLUE)</td>
</tr>
</tbody>
</table>

### Paratransit Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G70155</td>
<td>DOUBLE LIFT DOORS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G70139</td>
<td>G-STRAND/AN-0303 15 FT DEL SLIDE &amp; CLICK TRIM AUTO SYSTEM (W/PEG)</td>
</tr>
</tbody>
</table>

### Ricom Lifts

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G70066</td>
<td>LIFT PKG - KX150 RICON FRONT LIFT W/34&quot; PLATFORM, 403/404 APPROVED, MUST SELECT DOUBLE DOOR OPTION</td>
</tr>
</tbody>
</table>

**Lift Package Includes:** Dual Door w/ Gas Strut, T-Latch, post & receiver, Modified Roof Opening, Lift, Park Interlock, ADA Signs, ADA Lift & Entrance Lighting, Door Ajar Buzzer & Light, Rear Exhaust on Rear Lifts.

### Safety Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75004</td>
<td>TRANSCAP ESCAPE HATCH 1976-032-011, STANDARD DUAL PURPOSE - GREY</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75025</td>
<td>HAND RAIL FWD OF ENTRANCE DOOR (FOR USE WITH ELECTRIC DOOR ONLY)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75055</td>
<td>HAND RAILS, OVERHEAD (2)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75050</td>
<td>MIRROR, INTERIOR 6&quot; X 9&quot; CONVEX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75002</td>
<td>STANCHION &amp; MODESTY PANEL WP/LX/GLASS BARRIER. DRIVER'S SIDE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75050</td>
<td>DECAL &quot;WATCH YOUR STEP&quot;</td>
</tr>
</tbody>
</table>
### Safety Options (cont'd.)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G75017</td>
<td>1 STANDEE LINE &amp; STANDEE SIGN, WHITE</td>
</tr>
<tr>
<td>G75039</td>
<td>1 STOP REQUEST SYSTEM INC: PULL CORD &amp; SIGN PRODUCTION NOTE: PULL CORD TO BE A MAXIMUM OF 48&quot; ABOVE FLOOR FOR FIXED ROUTE UNITS ONLY - STD LOCATION IS THROUGH T-SLIDE</td>
</tr>
<tr>
<td>99</td>
<td>2 TOUCH TAPE LOCATED AT W/C POSITIONS</td>
</tr>
<tr>
<td>G85001</td>
<td>1 SAFETY PAK 2: 19&quot; FIRE Extinguisher, 31 Unit First Aid Kit, Triangles &amp; B/U Alarm</td>
</tr>
</tbody>
</table>

### Interior Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G55120</td>
<td>1 ALTRO FLOORING, 27&quot; &amp; UP &quot;META TFM 22&quot; SERIES</td>
</tr>
<tr>
<td>99</td>
<td>1 GFI ODYSSEY VALIDATING FAREBOX - SEE FLOOR PLAN FOR LOCATION</td>
</tr>
</tbody>
</table>

### Luggage/Storage Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G50400</td>
<td>9 17.5&quot; MID-HIGH DOUBLE RECLINER</td>
</tr>
<tr>
<td>G50001</td>
<td>1 17.5&quot; 5 PLACE MID-HIGH SEAT</td>
</tr>
</tbody>
</table>

### Freedman Seating - 17.5" STANDARD FEATHERWEIGHT SEATS - 96" WIDE UNITS ONLY

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G50511</td>
<td>3 DOUBLE 34&quot; BV FORWARD FACING FOLDAWAY (Floor Mount)</td>
</tr>
</tbody>
</table>

### Freedman Seating - Fabric Selection - Per Passenger Seat

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G50600</td>
<td>29 PASSENGER SEAT LEVEL 1: OXEN VINYL</td>
</tr>
<tr>
<td></td>
<td>#642 OXEN DARK BLUE VINYL</td>
</tr>
</tbody>
</table>

### Freedman Accessories - ALL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G50725</td>
<td>12 ANTI-VANDALISM GRAB RAIL, RH (LOW, MID &amp; FOLDAWAY ONLY)</td>
</tr>
<tr>
<td>G50728</td>
<td>12 ANTI-VANDALISM GRAB RAIL, LH (LOW, MID &amp; FOLDAWAY ONLY)</td>
</tr>
<tr>
<td>G50102</td>
<td>7 BLACK U.S. ARM, RH</td>
</tr>
<tr>
<td>G50103</td>
<td>8 BLACK U.S. ARM, LH</td>
</tr>
</tbody>
</table>

### Freedman Seating - Driver Seat

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G50310</td>
<td>1 ENTourage OEM DRIVERS SEAT COVER</td>
</tr>
</tbody>
</table>

### Miscellaneous (Comment/Other)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>G30005</td>
<td>1 &quot;AS BUILT&quot; PARTS MANUAL</td>
</tr>
<tr>
<td>G30100</td>
<td>1 GLASIL DISCOUNT</td>
</tr>
<tr>
<td>G30100</td>
<td>1 OPTIONAL EQUIPMENT DISCOUNT</td>
</tr>
<tr>
<td></td>
<td>1 MOTOROLA CM200 TWO-WAY RADIO</td>
</tr>
<tr>
<td></td>
<td>PRODUCTION NOTE: DO NOT INSTALL PROTECTIVE PAPER ON STEPS NOR AISLE WAY</td>
</tr>
</tbody>
</table>

---

Date: 4/4/2011

Page 90

AGENDA ITEM: VII.F.
UP TO 33 PASSENGER SEATING:
The Entourage delivers superior quality and versatility built on the rugged Ford F-550 Super Duty chassis. The Entourage is both economical and flexible enough to suit any of your transportation solutions. If ADA equipment is required, a wide range of floor plan configurations with a wheelchair lift are available. With its impressive sleek and aerodynamic styling, the Entourage is both brawn and beauty!
THE GLAVAL

Interior Options
- Ceiling Feature Panel and Modesty Panel Treatment
- Carpeted Walls
- RCA Rubber Flooring
- ALTRO Flooring
- Seating: Freedman, Feather Weight, Amaya; Various Fabric Choices Available
- Fabric Insert on Overhead Luggage Racks
- Overhead Luggage with Ducted Air and Reading Lights

Climate Control
- 68,000-118,000 BTU Air conditioning
- 35,000-65,000 BTU Heaters

Paratransit Options
- ADA Lighting (Lift and Door)
- ADA Signs
- Double Doors (Lift)
- Belt Storage Box
- Interlock System
- Padding Kit
- Surelok/Q-straint Tiedowns
- Lift Package, Braun
- Lift Package, Maxon
- Lift Package, Ricon
- **Included:** Single Door; Lift; Park Interlock; ADA Signs; Door Activated Lift and Entrance Lighting; Rear Exhaust (Rear or Roadside Exhaust Required on Rear Lift Models)

Safety Options
- Escape Hatch
- Exit Window Alarm
- Hand Rail, Entrance [Right Hand]
- Hand Rails, Overhead
- Mirror, Cross View
- Mirror, Interior
- Additional Emergency Egress Window
- Fresnel Lens
- Safety Package: Extinguisher; FA Kit; Triangles; Backup Alarm
- Seat Belts
- **NOTE:** These are just a few of the options available. Please request further information if not listed.

Bolted Structures
- Mechanically fastened walls to floor; most to walls-reduced stress points

Optional Bonded Windows
- Gives the unit a more streamlined appearance.
- Combined with black out panels gives a more coach look.

Full View Curb Side Window-For Improved Visibility and Safety

Custom Driver Console
- Ergonomically designed for ease of use
- Allows the driver to have better access to the passenger area.

Side Mounted Rear View Mirrors
- Provides Greater Visibility

In-House Undercoating
- Units are sealed with expanding spray foam.
- Then fully undercoating
- Toe-In Toe-Out Alignment Standard-ready for service upon delivery

“Steel-Safe” Frame featuring Flo-Coat® 1-1/2” square galvanized steel tube
- “Steel-safe” Construction—superior structural integrity for greater safety and durability
- “Steel-safe” Unibody Floor Construction-protection and strength to withstand impact
- 24” Centers on Steel Structure-efficiency, integrity and simplicity
- Fully Galvanized Structure-Flo-Coat® square tube for ultimate rust protection
ADVANTAGES

Electric Panel
• With laminated legend mounted on door panel for ease of trouble-shooting.

Step Well Protection
• Galvanized Step Wells for rust protection at high corrosion areas

1/4" Full Length Rubber Isolator
• Extends the full length of the frame rail
• Allows even weight distribution reducing isolated stresses on structures

Lift Mounted to Floor Frame Structure
• Wheel Chair Lift Mounted Directly to 1/4" Steel Plates Integrated Into Steel Floor Structure for Superior Strength Allows for Constant Torque and Stability

Electric Options
• Defrost Fan
• Destination Sign
• Dome Lights, Door Activated
• Door Ajar Buzzer and Light
• 8D Battery w/Slide-Out Tray
• PA System
• Two-Way Radio Prep
• Premium Entertainment Package
• LED Interior Package
• LED Exterior Package

Exterior Options
• Electric Door, 40" w/Ext. Key Switch
• Door, Rear Exit
• Painted, Galvanneal Steel Skin Roof
• Stepwell, Stainless Steel
• Underbelly Steel
• Romeo Rim Rear Bumper
• Multiple Options on Side Mirrors including Power, Heat and Signal Integration
• Bonded Windows w/Full Blackout Paint

Exterior Paint Options
• Custom Paint/Custom Graphic
• Painted Wheel Rims
• Various Graphic Packages
• Blackout Windows
• Painted Skirt

Luggage/Storage Options
• Interior Luggage Racks (Various Sizes)
• Overhead Luggage Racks w/Lights
• Rear Luggage Compartment
• Sliding Luggage Wall Package
• Under Floor Storage Boxes
• Cargo Netting

Chassis Options
• Hour Meter
• Hubometer
• Jack and Lug Wrench
• Kelderman Rear Air Suspension
• MOR/ryde Rear Suspension
• Rear Step Bumper
• Spare Tire
• Stainless Steel Wheel Inserts
• Telma Retarder
• Rear Tow Hooks
• Exhaust, Rear
• Anti-Ride Bumper
• Chrome-Exhaust Deflector-Gas only
• Exhaust, Rear: Gas
• Exhaust, Roadside: Diesel

Structural Foam Insulation in Roof
• Entire roof is sprayed with expanding insulation foam for superior passenger heat and A/C efficiency
• Less outside noises
• Structural Rigidity

Vacuum Laminated Walls
• Wall structure is filled in with high-density foam for strength and insulation
• Greatly reduces road noise and improves heat and A/C efficiency

Standard Cove Molding
• Cove Molding: Radius edges for easier cleaning and maintenance

5 YEAR/100,000 MILE LIMITED WARRANTY

SPECIFICATIONS AND OPTIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE
### STANDARD CHASSIS FEATURES

<table>
<thead>
<tr>
<th>Feature</th>
<th>Diesel</th>
<th>Gas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>6.7L Power Stroke V-8 Turbo</td>
<td>6.8L 3V SEFI V-10</td>
</tr>
<tr>
<td>Power</td>
<td>390hp, 755 lb-ft</td>
<td>462hp, 457 lb-ft</td>
</tr>
<tr>
<td>GVWR</td>
<td>18,500</td>
<td>18,500</td>
</tr>
<tr>
<td>Alternator</td>
<td>Dual Alternator: 200 Amp &amp; 157 Amp (157 Amp Combined)</td>
<td>Single Alternator: 157 Amp</td>
</tr>
<tr>
<td>Fuel System</td>
<td>Dual Tanks: 40 Gallon and 28 Gallon - 68 Gallons Combined (Includes Switch on Dash)</td>
<td>Single Tank: 40 Gallons</td>
</tr>
<tr>
<td>Alternate Fuel</td>
<td>B-20 Capable</td>
<td>--</td>
</tr>
<tr>
<td>Transmission</td>
<td>Heavy Duty TorqShift 6-Speed Select-Shift Automatic</td>
<td>TorqShift 5-Speed Automatic</td>
</tr>
<tr>
<td>Parking Brake</td>
<td>Foot-Operated, Hand Release</td>
<td>Foot-Operated, Hand Release</td>
</tr>
<tr>
<td>Wipers</td>
<td>Intermitent</td>
<td>Intermitent</td>
</tr>
<tr>
<td>Battery</td>
<td>2 Batteries 1500 CCA (750 each)</td>
<td>2 Batteries 1300 CCA (650 each)</td>
</tr>
<tr>
<td>Cruise Control</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Fast Idle</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Power Steering</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Tilt Steering</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Wheels</td>
<td>Dual Rear wheels (19.5&quot;) x 10-Hole Disc, 19.5&quot; x 6&quot; RW Steel (Gray)</td>
<td>Dual Rear wheels (19.5&quot;) x 10-Hole Disc, 19.5&quot; x 6&quot; RW Steel (Gray)</td>
</tr>
<tr>
<td>Tires</td>
<td>Steel-Belted Radial, All-Season Tires: Continental BSW 225/700Rx19.5G</td>
<td>Steel-Belted Radial, All-Season Tires: Continental BSW 225/700Rx19.5G</td>
</tr>
<tr>
<td>Head lamps</td>
<td>Halogen</td>
<td>Halogen</td>
</tr>
<tr>
<td>Heater</td>
<td>Black</td>
<td>--</td>
</tr>
<tr>
<td>Running Lights</td>
<td>Daytime</td>
<td>Daytime</td>
</tr>
<tr>
<td>Driver’s Air Bag</td>
<td>Standard</td>
<td>Standard</td>
</tr>
<tr>
<td>Brakes</td>
<td>Front &amp; Rear Disc</td>
<td>Front &amp; Rear Disc</td>
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<tr>
<td>Anti-Lock</td>
<td>4-Wheel</td>
<td>4-Wheel</td>
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<tr>
<td>Traction Control</td>
<td>Engine Only</td>
<td>Engine Only</td>
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<tr>
<td>Hill Start Assist</td>
<td>Standard</td>
<td>Standard</td>
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<tr>
<td>Stereo</td>
<td>AM/FM/CD/MP3 w/Digital Clock &amp; 8 Speakers</td>
<td>AM/FM/CD/MP3 w/Digital Clock &amp; 8 Speakers</td>
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<tr>
<td>Bumper/Grill</td>
<td>Chrome</td>
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<tr>
<td>Air</td>
<td>Automotive</td>
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<tr>
<td>Tow Hooks</td>
<td>Front</td>
<td>Front</td>
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<tr>
<td>Driver’s Seat</td>
<td>OEM HD Vinyl, Manual</td>
<td>OEM HD Vinyl, Manual</td>
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<tr>
<td>Exhaust</td>
<td>Roadside: Routed: Aluminized Steel</td>
<td>Curbside: Routed: Aluminized Steel</td>
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### MODEL SPECIFICATIONS

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<thead>
<tr>
<th>Feature</th>
<th>Ford F-550 Super Duty</th>
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<tr>
<td>Wheelbase</td>
<td>217’/228’/252’</td>
</tr>
<tr>
<td>Front Axle Rating</td>
<td>7,000</td>
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<tr>
<td>Rear Axle Rating</td>
<td>14,760</td>
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<tr>
<td>Overall Length (Bumper to Bumper)</td>
<td>27’/29’/31’/32’/33’</td>
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<tr>
<td>Overall Width</td>
<td>90’</td>
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<tr>
<td>Overall Height (Excludes Escape Hatch or Roof A/C)</td>
<td>120’</td>
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<tr>
<td>Front Overhang</td>
<td>37 3/8’</td>
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<tr>
<td>Interior Height</td>
<td>78’</td>
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<tr>
<td>Interior Width</td>
<td>92’</td>
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<tr>
<td>Aisle Width</td>
<td>18’</td>
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<tr>
<td>Clear Door Opening</td>
<td>30’</td>
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<td>Floor Height from Ground</td>
<td>42 1/2’</td>
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<tr>
<td>Ground to First Step</td>
<td>10 1/4’</td>
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<td>Step Riser</td>
<td>9 5/8’</td>
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<tr>
<td>Step Tread</td>
<td>10’</td>
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<tr>
<td>Step Width</td>
<td>34’</td>
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### STANDARD CONVERSION FEATURES

- “Steel-Safe” Constructed Floor, Roof and Sidewalls
- Galvanized Steel Floor Frame
- Galvanized Steel Stepwell
- Galvanized, All Structure
- 3/8” Treated Marine Grade Plywood Flooring
- Gray Koroseal Commercial Flooring w/Ribbed Aisle
- Cove Molding
- Vacuum Laminated Construction, Side and Rear
- Fiberglass Front Cap
- Fiberglass Composite Roof
- T-Side Windows
- Full View Curb Window
- Electric Panel w/Diagnostic Fuses
- LED Stepwell Lights
- Vinyl Clad Lauan Ceiling & Interior Sidewalls
- Track Seating
- Curved Side Entrance Modesty Panel & Stanchion
- Rear Center Brake Light (Incandescent)
- Rear Mud Shield
- Steel Roof Bumper (Powder Coated)
- Window Drip Rails
- Rubber Treads
- White Exterior
- Foam In Place Roof Insulation
- Front End Alignment (Toe-in, Toe-out)
- Under-Coating with Warranty
- Side Directional Lights (Incandescent)
- Flat Floor
- Driver’s Side Diamond Plate Cab Mounted Entry Step
- Electric Door, 30” w/Ext. Key Switch
- Side Mounted Rear View Mirror (Manual)
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Purchase Orders for BlueGo Transit Management, Inc. and Tectrans Contract for BlueGo Transit Service Operations

Action Requested:
It is requested the Board approve a purchase order to BlueGo Transit Management, Inc. for $133,969 to cover transit operations for July 1 through July 23, 2011, when Tectrans will assume transit operations; and a purchase order to Tectrans for the remainder of the fiscal year in the amount of $2,747,392 for the BlueGO transit system operations, in conjunction with the approval of the contract.

Background:
The Board approved the award of contract to Tectrans for the long-term BlueGO transit operations at the June 17, 2011 Special Board meeting. Since the District has administered transit service, Staff had brought periodic purchase order approvals for several months at a time to the Board. To reduce the number of purchase order approval requests and simplify operations, Staff is bringing a purchase order for the budgeted amount for the entire fiscal year.

Discussion:
The District has successfully integrated the BlueGO transit system into its management responsibilities and is prepared to conclude a competitive bid contact operator selection process with the transition to the incoming contract operator, Tectrans, by July 24, 2011.

This purchase order request represents the annual cost of contract transit operations services for 55,598 revenue service hours, less the first 2,580 hours that will be served by the existing contractor BlueGo Transit Management, Inc., and is within the approved budget for the 2011/12 fiscal year. Staff is requesting this $2,747,932 in purchase order capacity for the procurement of the contracted services and recommends approval.

Fiscal Analysis:
The requested authorization is for funds that are within the approved budget.
**Work Program Analysis:**
The Transit Operations Accountant and the Transit Manager handle the bulk of the work associated with this item, with assistance from the District Manager. The staff time is recognized in Work Element 4 of the District’s Work Program.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Purchase Orders for Fiscal Year 2012 Budgeted Expenses for Needed District Transit System Goods and Services Support

Action Requested:
It is requested the Board approve $1,288,237 in purchase order capacity to procure necessary goods and services for the District’s operational needs.

Background:
In fiscal year 2011, Staff sought purchase order capacity approval from the Board for transit system goods and services procurement on an incremental basis of several months. This fiscal year, Staff is seeking purchase order approval based on known and budgeted needs for the year.

Discussion:
The District has successfully integrated the operation of the BlueGO transit system into its work program, and the transition to a new contract operator is underway. A request for purchase order capacity for the new contract is being presented separately.

The various activities of the District are accounted for in separate accounts, but the authority for the procurement of operational goods and services is more efficiently achieved through a consolidated request, without sacrificing the effectiveness of the Board’s approval.

This request represents the various goods and services, included in the approved budget for the 2011/12 fiscal year, that are considered routine and ordinary, such as fuel and fluids. Additional purchase order approvals will be requested through the year for those goods and services, where the vendor or contractor is not yet known. Staff is requesting this $1,288,237 in purchase order capacity to address these initial needs and recommends approval.

Fiscal Analysis:
The requested funds are within the approved budget.
Work Program Analysis:
The District Accountant and the Transit Operations Accountant handle the bulk of the work associated with this item, with assistance from the District Manager and Transit Manager.

Additional Information:
If you have any questions or comments regarding this item, please contact Carl Hasty at (775) 589-5501 or chasty@tahoetransportation.org.
MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Long-Term Contract between Diversified Transportation, LLC dba Tectrans and the Tahoe Transportation District for the Operation and Maintenance of BlueGO Transit

Action Requested:
It is requested the Board approve the contract between Diversified Transportation, LLC dba Tectrans and the Tahoe Transportation District for the operation and maintenance of BlueGO Transit.

Background:
At the June 17, 2011 Special Board meeting, the Board approved a preliminary Award of Contract to Diversified Transportation, LLC dba Tectrans for the operation and maintenance of the BlueGo Transit System. The District Manager and legal counsel were authorized to negotiate a contract with Tectrans.

Discussion:
Following the Board approval, a contract proposal was prepared by legal counsel and forwarded to Tectrans for review. The document has been revised twice with minor adjustments to language and clarification of terms. On items of substance, final agreement regarding payment of insurance deductibles, reporting requirements, insurance coverage and performance bonds should be finalized by July 7, 2011 and will be presented to the Board in the form of a revised agreement. Attached is the most recent contract proposal (Attachment A).

Both California Department of Transportation (Caltrans) and Nevada Department of Transportation (NDOT) require an opportunity to review the final agreement and it is possible, although unlikely, that further modification may be required.

In order to expedite the transition from BTMI to Tectrans, Staff issued a Letter of Intent and Notice to Proceed to Tectrans on June 24. John Busskohl, Drew Jones, and Perry Newell of Tectrans met with BlueGo employees on June 28, gave an introduction to Tectrans, and began taking applications for employment. The Tectrans transition manager will be on-site beginning July 5, 2011 and Tectrans will begin the management of BlueGO on July 24. The District has concluded a contract extension with the current operator for management services through July 23.

CG/jw

AGENDA ITEM: VIII.A.
Staff is also recommending that an objective third party establish the baseline condition of the fleet prior to Tectrans taking over the operation of the system. The Transit Manager is currently obtaining quotes for this service, which should cost less than an amount which would require Board authorization. Upon review of the fleet condition, TTD and Tectrans will agree what repairs, if any, will be necessary for the safe operation of BlueGO. This project will be financed by the 5309 grant fund designated for preventative maintenance.

Staff recommends the Board approve the final contract, as presented, for the operation and maintenance of the BlueGo Transit System to Diversified Transportation, LLC dba Tectrans.

**Fiscal Analysis:**
The original proposed contract amount for fiscal year 2011/2012 of $2,881,088 was reduced to $2,747,392, due to the transition of services occurring on July 24, rather than at the beginning of the fiscal year. In the event of service hour changes up to 20%, Tectrans’ hourly rate shall not change, but additional Board approval may be required to accommodate the budget alteration.

**Work Program Analysis:**
This program is covered under Work Element 4 of the work program.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

**Attachment:**
A. Proposed Contractor Agreement
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT
FOR
TRANSIT SERVICES

This Management, Operations and Maintenance Agreement ("Agreement"), by and between the Tahoe Transportation District, a special purpose district ("TTD"), and __________, a __________ corporation ("Contractor," and together with TTD, the "Parties"), is made and entered into on ______________, 2011.

WHEREAS, TTD is a special purpose district created by Article IX of the Tahoe Regional Planning Compact and has broad authority to coordinate and operate a regional transit system within the Lake Tahoe Basin; and

WHEREAS, Article IX of the Regional Planning Compact provides that TTD may, in accordance with the adopted transportation plan, own and operate a public transportation system to the exclusion of all other publicly owned transportation systems in the region; own and operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment; acquire or agree to operate upon mutually agreeable terms any public transportation system or facility within the region; contract with private companies to provide supplementary transportation or provide any of the services needed in operating a system of transportation for the region; fix the rates and charges for transit services provided pursuant to this subdivision; and issue revenue bonds and other evidence of indebtedness and make other financial arrangements appropriate for developing and operating a public transportation system; and

WHEREAS, TTD provides a public transportation system for the South Lake Tahoe area pursuant to the Compact.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, TTD and Contractor hereby agree as follows:

ARTICLE I – DEFINITIONS

SEC. 101. DEFINITIONS.

Unless the context otherwise requires, the terms used in this Agreement shall have the following meanings:

“Baseline Condition” means the condition, including any damage thereto, of the Vehicle Fleet, the Facilities and the Equipment, at the time of commencement of this Agreement. The Baseline Condition will be determined by a qualified and independent third-party.

“Bus Garage” means the City of South Lake Tahoe bus garage located at 1663, 1669 and 1679 Shop Street in the City of South Lake Tahoe, California, or another storage facility designated by TTD for use by Contractor.

Initials: _____ (TTD) / _____ (Contractor)
“Close-Out Condition” means the condition, including any damage thereto, of the Vehicle Fleet, the Facilities and the Equipment, at the time of termination of this Agreement. The Close-Out Condition will be determined by a qualified and independent third-party.

“Contractor” means ____________.

“Equipment” means all equipment included in the equipment list attached hereto as Exhibit ____, and any amendments thereto. The Equipment shall remain the sole property of TTD (or shall remain the property of the entity that provided such Equipment for TTD’s use in connection with the Transit System).

“Facilities” means, collectively, the Bus Garage, the South Y Transit Center, the Stateline Transit Center, and all other buildings, bus stops, shelters and other facilities designated by TTD for use by Contractor. The Facilities shall remain the sole property of TTD (or shall remain the property of the entity that provided such Facilities for TTD’s use in connection with the Transit System).

“Fixed-Route Service” means transit service that operates at scheduled places and times pursuant to the Service Plan.

“Fixed-Route Revenue Hour” means one Vehicle providing Fixed-Route Service for one hour pursuant to the timetable for each route as identified in the Service Plan. A Fixed-Route Revenue Hour commences when a Vehicle begins to provide the service scheduled for a fixed-route and terminates when the Vehicle completes the service scheduled for the fixed-route. Fixed-Route Revenue Hours shall be computed pursuant to the timetable for each route as identified in the Service Plan and shall not include any out-of-service time for dead time, including, but not limited to Vehicle checkouts and driver breaks or lunches.

“Indemnitors” shall have the meaning prescribed in Section _______ of this Agreement.

“Indemnitees” shall have the meaning prescribed in Section _______ of this Agreement.

“Invoice” means a monthly invoice from Contractor for the Services performed pursuant to this Agreement.

“Maintenance and Repair Services” means all cleaning, maintenance and repair necessary to maintain the Vehicle Fleet, the Facilities and the Equipment in their Baseline Condition, with the exception of normal wear and tear, in accordance with Exhibit ___ attached hereto.

“Management Services” means the management of the Transit System by Contractor.

“On-Call Service” means transit service in response to individual client demand pursuant to the Service Plan.
“On-Call Revenue Hour” means one Vehicle providing On-Call Service for one hour pursuant to the Service Plan. An On-Call Revenue Hour commences when the Vehicle leaves the Bus Garage to provide on-call service and terminates when the Vehicle completes its last passenger drop-off. On-Call Revenue Hours shall not include any out-of-service time for dead time, including, but not limited to Vehicle checkouts and driver breaks or lunches.

“Parties” means, collectively, TTD and Contractor.

“Project Manager” means the full-time, on-site project manager to be supplied by Contractor to provide the day-to-day management of the Transit System.

“Contractor’s Proposal” means the proposal submitted by Contractor to TTD to provide the Services.

“Revenues” means all revenues derived from the operation of the Transit System including, but not limited to cash fares, ticket sales and pass sales. All Revenues shall be and remain, from the initial receipt thereof, the absolute property of TTD.

“Service Plan” means the Sustainable Service Plan adopted by the TTD Board and attached hereto as Exhibit ____ , and any amendments thereto.

“South Y Transit Center” means certain real property located at 1000 Emerald Bay Road in the City of South Lake Tahoe, California.

“Stateline Transit Center” means certain real property located at 4114 Lake Tahoe Boulevard in the City of South Lake Tahoe, California.

“Services” means, collectively, all services to be provided by Contractor pursuant to this Agreement including the Management Services, the Fixed-Route Service, the On-Call Service, and Maintenance and Repair Services.

“Transit Manager” means the transit manager to be supplied by TTD to provide for oversight of the Project Manager and administration of the Transit System.

“Transit System” means the coordinated fixed-route and on-call transit system administered by TTD in the South Lake Tahoe area for which Contractor shall perform the Services.

“TTD” means the Tahoe Transportation District.

“TTD Board” means the Board of Directors of TTD.

“Vehicle” means a vehicle that is provided by TTD and included in the Vehicle Fleet.

“Vehicle Fleet” means all Vehicles included in the vehicle list attached hereto as Exhibit ____ , and any amendments thereto. The Vehicle Fleet shall remain the sole property of TTD (or
shall remain the property of the entity that provided such Vehicle for TTD’s use in connection with the Transit System).

“Vehicle Revenue Hours” means, collectively, all Fixed-Route Revenue Hours and On-Call Revenue Hours.

ARTICLE II – COMMENCEMENT AND TERM

SEC. 201. RELATIONSHIP OF THE PARTIES.

TTD hereby engages Contractor as an independent contractor to provide the Services. Nothing in this Agreement is intended, nor shall it be construed, as creating a relationship of employer-employee, partnership or agency between TTD and Contractor. Contractor and its employees are prohibited from providing the Services in conjunction with any other services that Contractor or its employees may provide to other persons or entities.

SEC. 202. TERM OF AGREEMENT

A. Initial Term. The initial term of this Agreement shall be for a three year period commencing on July 1, 2011, and terminating on June 30, 2014 (the “Initial Term”), unless this Agreement is terminated at an earlier date in accordance with express terms of this Agreement.

B. Optional Terms. The Initial Term may be extended for up to two (2) periods of one (1) year at the sole option of TTD (the “Option Terms”). To exercise one or both of the Options Terms, TTD shall notify Contractor in writing of its intent to exercise one or both of the Options Terms at least ninety (90) days prior to the end of the preceding term.

C. Month-to-Month Term Extension. The Initial Term or the Option Terms may be extended on a month-to-month basis for a period not to exceed six (6) months at the sole option of TTD as requested in writing at least one (1) month in advance of the termination of the preceding term.

SEC. 203. BASELINE CONDITION OF VEHICLE FLEET, FACILITIES AND EQUIPMENT

A qualified and independent third-party will inspect and evaluate the Vehicle Fleet, the Facilities, and the Equipment, and will prepare a report documenting the Baseline Condition of the Vehicle Fleet, the Facilities and the Equipment. TTD and the Contractor shall have the right to attend and participate in the inspection. TTD shall pay for all costs associated with the inspection, evaluation and report. Contractor shall approve the report prior to providing any Services.

ARTICLE III – CONTRACTOR RESPONSIBILITIES

SEC. 301. CONTRACTOR’S PROPOSAL.
In addition to the responsibilities of the Contractor set forth in this Agreement, Contractor also agrees to comply with all procedures specified in Contractor’s Proposal and to provide the Services in accordance with the provisions set forth in the Contractor’s Proposal. In the event that there is a conflict between this Agreement and Contractor’s Proposal, the provisions of this Agreement shall control.

SEC. 302. MANAGEMENT

A. Project Manager. Contractor shall supply a full-time, on-site Project Manager who shall be vested with responsibility for the day-to-day management and operation of the Transit System. The Project Manager shall designate, and Contractor shall supply, a responsible senior employee of Contractor vested with the responsibility for the day-to-day management and operation of the Transit System when the Project Manager is absent or unavailable for any reason.

B. Additional Management. In addition to the Project Manager, Contractor shall supply a senior employee of Contractor to be available at all times during the operation of the Transit System, either by telephone or in person, to make senior decisions on behalf of Contractor.

SEC. 303. TRANSIT SERVICE

A. Fixed-Route Service. Contractor agrees that it shall use the Vehicle Fleet to operate the Fixed-Route Service in accordance with the Service Plan.

B. On-Call Service. Contractor agrees that it shall use the Vehicle Fleet to operate the On-Call Service in accordance with the Service Plan.

C. Changes to Service Plan. Contractor recognizes and agrees that, during the term of this Agreement, TTD may increase or decrease the number of Vehicle Revenue Hours provided in the Service Plan as follows: (i) by up to twenty (20) percent without the consent of Contractor, and (ii) by more than twenty (20) percent with the consent of Contractor.

D. Customer Complaints. Contractor shall be responsible for the thorough and prompt resolution of all customer complaints and shall establish a process for the handling of customer complaints. The process shall include, at a minimum, the following:

1. Mandatory and contemporaneous documentation of the nature of the complaint and contact information for the complainant, and reporting of complaints and complainant contact information to TTD.

2. Investigation, follow-up, and reporting of investigation and follow-up to TTD and the complainant.

3. Complaint resolution, remedial action, and reporting of complaint resolution and remedial action taken to TTD and complainant.
SEC. 304. COLLECTION AND DEPOSIT OF REVENUES

A. Collection of Revenues. Contractor shall collect all Revenues and shall comply with all policies and procedures established by TTD and Contractor to ensure the collection of Revenues.

B. Reconciliation of Revenues. Contractor shall reconcile collections of Revenues on a daily basis.

C. Deposit of Revenues. Contractor shall deposit all Revenues on a daily basis, between Monday and Friday of each week, in a bank account specified by TTD.

SEC. 305. MAINTENANCE AND REPAIR

A. Vehicle Fleet. At a minimum, Contractor shall perform all cleaning, maintenance and repair that is necessary to maintain the Vehicle Fleet in its Baseline Condition at all times, with the exception of normal wear and tear.

B. Facilities. At a minimum, Contractor shall perform all cleaning, maintenance and repair that is necessary to maintain the Facilities in their Baseline Condition at all times, with the exception of normal wear and tear, including all snow removal at the Facilities.

C. Equipment. At a minimum, Contractor shall perform all cleaning, maintenance and repair that is necessary to maintain the Equipment in its Baseline Condition at all times, with the exception of normal wear and tear.

E. Software. Contractor shall supply maintenance software of its choice and any hardware or diagnostics software that are needed to provide the Maintenance and Repair Services.

F. TTD Access. TTD shall be permitted access to the Vehicle Fleet, the Facilities and the Equipment at all times for the purpose of conducting inspections as deemed necessary by TTD in its sole discretion. TTD shall also be permitted access at all times to the maintenance software provided and used by Contractor.

SEC. 306. INVOICES

Not later than ten (10) days after the close of each month, Contractor shall submit an Invoice to TTD detailing all Fixed-Route Revenue Hours and On-Call Revenue Hours provided by Contractor during that month. The Invoice shall contain an itemized list of the payment requested by Contractor for Fixed-Route Service, On-Call Service and Management and Repair Services.

SEC. 307. EMPLOYEES

A. Personnel. In addition to the Project Manager, Contractor shall employ all personnel necessary to provide the Services, including, but not limited to: supervisors, bus drivers, dispatchers, maintenance personnel, security personnel, safety personnel, and training personnel.
Contractor shall employ sufficient personnel to ensure staffing levels necessary to provide the Services to the satisfaction of TTD.

B. **Management.** Contractor shall be responsible for all aspects of human resource management, including, but not limited to: recruitment, hiring, training, compensation, payroll taxes, benefit plans, supervision, incentives, discipline and termination for all of Contractor’s employees. TTD reserves the right to require the removal of any of Contractor’s employees.

   Nothing in this Agreement shall be construed to limit Contractor’s right to manage Contractor’s employees, including its right to promote, demote, hire, discipline, discharge, train, retrain or otherwise make personnel decisions, subject to limitations imposed by law or any collective bargaining agreement.

C. **Protection of Existing Employees.** Contractor shall offer to hire, at their existing rates of pay and benefit levels, the existing employees covered under the collective bargaining agreement entitled “AGREEMENT Between BlueGo Transit Mgmt/South Lake Tahoe and Teamsters Local 533,” dated January 3, 2011 through April 30, 2013. Contractor must tender written offers of employment to each such employee and must hire and employ each such employee accepting employment. Contractor is not obligated to hire any such employee that refuses to accept the offer of employment. Contractor shall not be required to:

   1. Hire any existing employee for a safety sensitive position who fails to pass a pre-employment FTA drug screen;

   2. Hire any existing employee who has been convicted of any offense relating to abuse of alcohol or controlled substances while operating a motor vehicle; or

   3. Hire any existing employee who does not meet Contractor’s minimum standards for motor vehicle citation or accident records.

   Contractor shall not be required to assume any liability for pre-existing wages, benefits, outstanding labor grievances or any other outstanding cost for existing employees where such liability existed or was incurred prior to this Agreement.

D. **Existing Collective Bargaining Agreement.** Contractor shall honor, accept and abide by the terms of the collective bargaining agreement entitled “AGREEMENT Between BlueGo Transit Mgmt/South Lake Tahoe and Teamsters Local 533,” dated January 3, 2011 through April 30, 2013, until such time as a new collective bargaining agreement is executed between Contractor and the labor union. Contractor shall, prior to the end of the term the existing collective bargaining agreement, enter into good faith negotiations with the labor union for the purpose of entering into a new or continued collective bargaining agreement that is mutually satisfactory to Contractor and the labor union employees. The new or continued collective bargaining agreement must contain a “no-strike clause.”
E. Satisfaction of Wages and Benefits. Pursuant to state and federal law, upon termination of this Agreement, Contractor shall satisfy any and all claims or demands for outstanding employee wages and benefits that are earned during the term of this Agreement.

SEC. 308. EQUAL EMPLOYMENT OPPORTUNITY

Contractor certifies that, during the term of this Agreement, Contractor shall remain in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, the California Fair Employment and Housing Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment. Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, or national origin. Contractor will take affirmative action to promote employment and treatment during employment, without regard to race, creed, color, sex, age, national origin, disability, sexual orientation, or gender identity. Such treatment shall include, but not be limited to, employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection and training, including apprenticeship. Contractor shall develop and implement a complete equal opportunity employment plan, as required by the Federal Transit Administration for all transit employers that employ 50 or more full time employees.

SEC. 309. TRAINING

Contractor shall provide training for all management and personnel in accordance with Exhibit ______ attached hereto.

SEC. 310. LICENSES AND PERMITS

Contractor represents and warrants that Contractor and all personnel engaged in performing services under this Agreement shall have all licenses, permits, qualifications, and approvals of whatever nature which are legally required to practice its profession. Contractor further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement. In expansion of the preceding, and not in limitation thereof, Contractor represents and warrants that if any approval of a state or federal regulatory agency, including, without limitation, the Federal Transit Administration, the California Public Utilities Commission, the California Department of Transportation and the Nevada Department of Transportation, is necessary for the validity or effectiveness of this Agreement, or for the provision of any of the services specified herein, then Contractor shall obtain such approval and advise TTD immediately of all actions or orders of the regulatory agency affecting Contractor’s operation under the terms of this Agreement.

SEC. 311. RECORD KEEPING AND REPORTING

A. Statistical Data and Report. In addition to the other record keeping and reporting required in this Agreement, Contractor shall establish and maintain a route record system approved by TTD, to provide the following daily information for each route and service operated under this Agreement:
1. Number of cash customers and amounts paid, along with the number of passengers who rode for free.

2. Number of transfer customers from other transit systems.

3. Number of customers purchasing monthly bus passes.
   a. Number of passes sold by pass type.
   b. Amounts collected per pass sales.
   c. Number of token riders
   d. Number of bicycles transported.

4. Route mileage and bus hours.
   a. Number of hours buses are in service.
   b. Number of miles travelled per vehicle.

5. Any removal of equipment resulting in an interruption of service giving particulars including time out of service and time service resumed on a given day.

6. All complaints and requests for service from the public.

7. Number of wheelchair patrons.

8. Any additional route/customer information as requested by TTD.

The information above shall be provided to TTD, or its authorized representative, within ten (10) days following the end of each month or such other period mutually agreed to by TTD and Contractor.

The route records shall be available for inspection by TTD or its authorized representative at any reasonable time. In addition Contractor shall cooperate from time to time, as required by TTD, in conducting surveys of ridership, taking ridership head counts, and summarizing rider characteristics.

B. Maintenance Records. Contractor shall maintain all records related to Maintenance and Repair Services and shall establish a separate file for each Vehicle by unit number. The file for each Vehicle shall be retained until such time as the Vehicle is disposed of by TTD. The maintenance records shall be the property of TTD. TTD may inspect the maintenance records at any reasonable time.

C. Financial Reports. Contractor shall establish and maintain full and complete books of account for the services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting as prescribed by the Uniform System of accounts and records, and shall be subject to approval, inspection, and audit by authorized employees and agents of TTD.
Contractor shall furnish to TTD within thirty (30) days after the end of each calendar quarter a quarterly report of operating revenues and expenses.

Within 90 days after the end of Contractor’s fiscal year, Contractor shall submit to TTD a statement of revenues and expenses certified by a Certified Public Accountant. TTD, at its option, may require additional financial reports as necessary.

**SEC. 312. PROHIBITED USE**

Contractor certifies that neither Contractor nor its employees shall use the Vehicle Fleet, the Facilities or the Equipment for any purpose other than to provide the Services.

**SEC. 313. PERFORMANCE BOND**

Prior to providing the Services, Contractor shall furnish to TTD a performance bond in the principal sum of Three Hundred Thousand Dollars ($300,000) to protect TTD against any misapplication of funds by Contractor and Contractor’s employees. All terms and conditions of the bond and surety on the bond are subject to the approval of TTD.

**SEC. 314. ASSIGNMENT AND SUBCONTRACTING.**

This Agreement shall not be assigned, transferred, hypothecated, or pledged by Contractor without the prior written consent of TTD. Contractor shall not subcontract any portion of the services required hereunder, except as expressly authorized herein, without prior written consent of TTD, which consent may be withheld for any or no reason in TTD’s sole discretion. Assignment or subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SEC. 315. CLEAN AIR AND WATER ACTS.**

Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 50B of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to UMTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

**SEC. 316. CONSERVATION.**

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 et seq.).
SEC. 317. ADDITIONAL FEDERAL CLAUSES AND REQUIREMENTS.

In addition to the federal requirements specified herein, Contractor certifies that it shall satisfy and comply with all requirements identified in Exhibit ____ attached hereto. Contractor expressly acknowledges that such requirements are mandated as a condition to TTD being eligible to receive certain federal and state funding.

SEC. 318. INSURANCE

Contractor shall secure and maintain insurance pursuant to Section __________ of this Agreement.

ARTICLE IV – TTD RESPONSIBILITIES

SEC. 401. TRANSIT MANAGER

TTD shall supply a full-time, on-site Transit Manager who shall be vested with responsibility for making all administrative decisions relating to the Transit System, including, but not limited to, routes, schedules, fares, policies and procedures of the Transit System.

SEC. 402. PAYMENTS TO CONTRACTOR

A. Rates. TTD agrees to make payments to Contractor at the following rates:

1. Fixed-Route Service: TTD shall pay Contractor the following amounts for each Fixed-Route Revenue Hour in the following years:

   a. Year 1: $37.35 for each Fixed-Route Revenue Hour.
   b. Year 2: $38.74 for each Fixed-Route Revenue Hour.
   c. Year 3: $39.98 for each Fixed-Route Revenue Hour.
   d. Year 4: $41.27 for each Fixed-Route Revenue Hour.
   e. Year 5: $42.62 for each Fixed-Route Revenue Hour.

2. On-Call Service: TTD shall pay Contractor the following amounts for each On-Call Revenue Hour in the following years:

   a. Year 1: $37.35 for each On-Call Revenue Hour.
   b. Year 2: $38.74 for each On-Call Revenue Hour.
   c. Year 3: $39.98 for each On-Call Revenue Hour.
ATTACHMENT A

3. **Maintenance and Repair**: TTD shall pay Contractor the following amounts for each of the Vehicle Revenue Hours:

   a. Year 1: $14.47 for each of the Vehicle Revenue Hours.
   b. Year 2: $15.01 for each of the Vehicle Revenue Hours.
   c. Year 3: $15.48 for each of the Vehicle Revenue Hours.
   d. Year 4: $15.98 for each of the Vehicle Revenue Hours.
   e. Year 5: $16.61 for each of the Vehicle Revenue Hours.

**B. Payments.** TTD shall approve each Invoice and shall make payments to Contractor within twenty (20) days of receipt of an Invoice. In the event that TTD disputes all or any portion of an Invoice, TTD shall notify Contractor in writing of the reason for denying approval of the Invoice within (20) days of receipt of the Invoice.

**SEC. 403. VEHICLES**

A. **Vehicle Fleet.** TTD shall provide the Vehicle Fleet to be used by Contractor to provide the Services. TTD shall provide additional Vehicles for the Vehicle Fleet if necessary to meet the level of service designated in the Service Plan.

B. **Vehicle Materials.** TTD shall provide all fuels, fluids and lubricants needed for operation of the Vehicle Fleet.

**SEC. 404. FACILITIES**

TTD hereby grants Contractor a revocable license to use the Facilities during the term of this Agreement. This right shall not be construed as creating a lease (express or implied) or as giving rise to any of the legal rights or interests associated with a leasehold interest in property. Contractor shall use the Facilities solely for the purposes of providing the Services. Contractor’s right to use the Facilities may not be transferred or assigned to any party. The City of South Lake Tahoe and TTD reserve the right to have other transit operators, their personnel or contractors utilize the Facilities at the sole discretion of the City of South Lake Tahoe and TTD.

**SEC. 405. EQUIPMENT**

TTD shall provide the Equipment to be used by Contractor to provide the Services. TTD shall provide additional Equipment if necessary to meet the level of service designated in the Service Plan.
SEC. 406. INSURANCE

TTD shall secure and maintain insurance pursuant to Section __________ of this Agreement.

ARTICLE V – INSURANCE AND INDEMNIFICATION

SEC. 501. CONTRACTOR INSURANCE.

A. Without limiting Contractor’s indemnification of TTD under this Agreement, Contractor shall obtain and provide and maintain at its own expense during the term of this Agreement a policy or policies of liability insurance of the type and amounts described below and satisfactory to TTD, in its sole discretion. Such policies shall be signed by a person authorized by that insurer to bind coverage on its behalf and must be filed with TTD prior to the time Contractor exercises any right or performs any Services under this Agreement. Said policies shall add TTD and its members, directors, officers and employees, and agents as co-insureds for all liability arising from Contractor providing the Services.

B. Prior to the commencement of performing any Services, Contractor shall provide TTD with certificates of insurance with original endorsements and copies of policies, if requested by the TTD, of the following insurance, with Best’s Class A - or better carriers and provided by insurers with a rating of A VII or greater:

1. Workers’ compensation insurance covering all employees and principals of Contractor as required by law, with an endorsement waiving rights of subrogation, if any, that the insurer may have against TTD, its members, officers and employees; and

2. Commercial general liability insurance in an amount and scope at least equal to Insurance Service Office form CB 00 01 covering third party liability risks, including, without limitation, contractual liability, and a minimum amount of $10 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit. TTD, its members, officers and employees shall be listed as co-insured under such policy; and

C. Contractor shall provide a surety bond in the amount of $50,000 per person.

D. Said policy or policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to TTD. Contractor shall give to TTD prompt and timely notice of any claim made or suit instituted arising out of Contractor’s operation under this Agreement. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the services under this Agreement.
E. Contractor shall include subcontracting consultants, if any, as co-insured’s under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.

F. Contractor shall comply with the requirements of employee liability, worker’s compensation, unemployment insurance, social security, and disability laws, including, but not limited to, the Americans with Disabilities Act.

G. All insurance described above shall be primary and there shall be no right to contributions by insurance purchased for or on behalf of TTD.

H. Contractor shall provide certificates of insurance and copies of the specifically required endorsements to TTD.

I. TTD shall not provide any insurance coverage of any kind for Contractor or Contractor’s employees or contract personnel.

SEC. 502. TTD INSURANCE

Without limiting Contractor’s indemnification of TTD under this Agreement, TTD shall obtain and provide and maintain at its own expense during the term of this Agreement a policy or policies of commercial auto liability and property insurance in an amount and scope at least equal to Insurance Service Office form CA 00 01 covering any automobile or vehicle owned by TTD in a minimum amount of $10 million combined single limit per accident for bodily injury and property damage.

Contractor shall pay the deductible on any claim made by TTD under its policy or policies of commercial auto liability and property insurance.

SEC. 503. INDEMNIFICATION

Contractor, on behalf of itself, its agents, employees and independent contractors (collectively referred to herein as the “Indemnitors”) shall indemnify, protect, defend, save and hold TTD and its members, directors, officers, employees, and anyone else acting for or on behalf of any of them (collectively referred to herein as the “Indemnitees”) harmless from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever, including, but not limited to, attorney’s fees which arise out of or are connected with, or are claimed to arise out of or be connected with: (i) the performance of the services by the Indemnitors under this Agreement; (ii) any act or omission of the Indemnitors; (iii) any accident or occurrence which is caused or is alleged to have been caused in whole or in part by any act or omission of Indemnitors while Indemnitors are performing the services under this Agreement; or (iv) the violation by Indemnitors of any license governing the services under this Agreement. Contractor’s obligations under this section shall survive the termination of this Agreement.
Without limiting the generality of the foregoing, the indemnity hereinabove set forth shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to any Indemnitee, any of Indemnitee’s employees, agents, contractors, licensees or invitees, or to any other persons, whether based upon or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee, contractor or any other persons. In the event more than one of the Indemnitors is connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this indemnification paragraph shall not be construed to indemnify any Indemnitee for any loss or damage attributable to the acts or omissions of such Indemnitee or to eliminate or reduce any other indemnification or right which TTD has by law.

Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement shall in no way limit the responsibility to indemnify, save and hold harmless and defend the Indemnitees as herein provided. No limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnitors under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts shall limit the indemnity hereinabove provided.

ARTICLE VI – DISPUTE RESOLUTION

SEC. 601. CHOICE OF LAW.

This Agreement shall be governed by the laws of the state of Nevada.

SEC. 602. DISPUTE RESOLUTION PROCEDURES

A. Disputes. Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by the Transit Manager. The decision of the Transit Manager shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transit Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. Performance During Disputes. Unless otherwise directed by TTD, Contractor and TTD shall continue performance under this Agreement while matters in dispute are being resolved.

C. Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts the party is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
D. Remedies. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between TTD and Contractor arising out of or relating to this Agreement or its breach will be decided by mediation. The Parties shall mutually agree upon a mediator who shall mediate the dispute in accordance with procedures mutually-agreeable to the Parties or, if the Parties are unable to agree on a mediator or upon mediation procedures, then subject to the Commercial Mediation Rules of the American Arbitration Association then in effect. Such mediation shall commence within thirty (30) days after TTD receives Contractor’s written notice of intent to mediate. The costs and reasonable attorney’s fees shall be shared by the Parties as determined by the mediator.

SEC. 603. VENUE.

In the event that the Parties are unable to resolve a dispute pursuant to the procedures set forth in this Agreement, then venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Ninth Judicial District Court in Douglas County, Nevada. In the event of such litigation, it is the Parties’ intent that no presumption shall arise from the identity of the drafter of this Agreement.

ARTICLE VII – TERMINATION

SEC. 701. TERMINATION FOR DEFAULT.

A. Contractor Default. TTD may terminate this Agreement for default if the Contractor fails to perform in the manner called for in this Agreement or fails to comply with any other provisions of this Agreement, and Contractor fails to cure such default within a reasonable period of time to the satisfaction of TTD and in the sole discretion of TTD. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

TTD may also terminate this Agreement if the Contractor is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed within forty-five (45) days; has any of its property attached and fails to remove such attachment within forty-five (45) days; becomes insolvent; or, for a period of forty-five (45) days, is unable to pay its debts as the same become due, upon forty-five (45) days notice.

B. TTD Default. Contractor may terminate this Agreement for default if TTD fails to make a timely payment to Contractor as required by this Agreement, and TTD fails to cure such default within a reasonable period of time.

Contractor may also terminate this Agreement if TTD is adjudicated bankrupt; is subjected to the appointment of a receiver and fails to have such a receiver removed within forty-five (45) days; has any of its property attached and fails to remove such attachment within forty-five (45) days; becomes insolvent; or, for a period of forty-five (45) days, is unable to pay its debts as the same become due, upon forty-five (45) days notice.
C. Notice of Default. The Parties shall provide one another with prompt written notice of any default by the other and shall set forth the facts in reasonable detail.

D. Termination. In the event that a party has not cured a default within the applicable period, the other party shall have the right to immediately terminate this Agreement. Termination shall be effected by serving a notice of termination setting forth the manner in which the party is in default. Contractor shall only be paid for Services provided up to the date of termination.

SEC. 702. FORCE MAJEURE.

The Parties shall not be liable for any failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of the Parties.

SEC. 703. TERMINATION FOR CONVENIENCE.

TTD may terminate this Agreement for convenience, in whole or in part, at any time after providing written notice to Contractor. Contractor recognizes and accepts that TTD is dependent upon state and federal grants and private funding agreements and that failure to receive sufficient sources of funding may require TTD to terminate this Agreement. Contractor shall only be paid for Services provided up to the date of termination.

SEC. 704. RIGHTS AND REMEDIES.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation on any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by TTD or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

SEC. 705. WAIVER OF REMEDIES.

In the event that TTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by TTD shall not limit TTD’s remedies for any succeeding breach of that or of any other term, covenant or condition of this Agreement.
ARTICLE VIII – CLOSE-OUT

SEC. 801. CLOSE-OUT PROCEDURES

A qualified and independent third-party will inspect and evaluate the Vehicle Fleet, the Facilities, and the Equipment, and will prepare a report documenting the Close-Out Condition of the Vehicle Fleet, the Facilities and the Equipment. The report will contain a cost estimate of all costs, fees and expenses necessary to restore the Vehicle Fleet, the Facilities and the Equipment to their Baseline Condition, with the exception of normal wear and tear. TTD and the Contractor shall have the right to attend and participate in the inspection. TTD shall pay for all costs associated with the inspection, evaluation and report. Contractor shall have the opportunity to challenge the report pursuant to the dispute resolution procedures contained in this Agreement.

SEC. 802. RESTORATION COSTS

Contractor shall be responsible for all costs, fees and expenses, if any, that the report concludes are necessary to restore the Vehicle Fleet, the Facilities and the Equipment to their Baseline Condition, with the exception of normal wear and tear. Contractor shall pay TTD for such costs, fees and expenses within thirty (30) days of receipt of the report or within three (3) days that any dispute concerning the report is resolved pursuant to the dispute resolution procedures contained in this Agreement.

ARTICLE IX – MISCELLANEOUS

SEC. 901. THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, this Agreement is not intended to be a third party beneficiary agreement and confers no rights on anyone other than TTD and Contractor.

SEC. 902. COOPERATION/FURTHER ACTS.

The Parties shall fully cooperate with one another in achieving the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.

SEC. 903. AGREEMENT ENTERED INTO VOLUNTARILY.

The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, that they have had the chance to consult with a representative (including, but not limited to, an attorney), and that they are entering into this Agreement voluntarily and without any duress or undue influence on the part of, or on behalf of, any party.
SEC. 904. OWNERSHIP OF DOCUMENTS.

All plans, studies, documents and other writings, including working notes and internal documents, prepared by or for Contractor in the course of its duties for TTD, shall become the property of TTD and TTD shall have the sole right to use such materials in its discretion. All documents prepared by Contractor are confidential and shall be maintained to preserve their confidential nature subject to Nevada law that requires their disclosure.

SEC. 905. INTEREST OF PUBLIC OFFICIALS. No member, officer, or employee of any public body, during his or her tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits thereof.

SEC. 906. INTEREST OF MEMBERS OF CONGRESS. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SEC. 907. NOTICE.

Notice to Contractor means notice in writing delivered to Contractor’s headquarters at the following address:

________________________
Attn:____________________
________________________
________________________

Notice to TTD means notice in writing delivered to:

Transit Manager
Tahoe Transportation District
PO Box 499
Zephyr Cove, NV 89448
Physical address for hand delivery or overnight:
128 Market Street, Suite 3F
Stateline, NV 89449

With copy to:

Paul Taggart, Esq.
Taggart and Taggart, LTD.
108 North Minnesota Street
Carson City, NV 89703
SEC. 908. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties, with respect to the subject matter herein, and supersedes any previous understandings, representations, commitments, or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both Parties. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

SEC. 909. SEVERABILITY AND INTENT.

Should any part of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

SEC. 910. COUNTERPARTS; FACSIMILE.

This Agreement may be signed in one or more counterparts or duplicate signature pages and by facsimile with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

TAHOE TRANSPORTATION DISTRICT ______________________________

By: ___________________________  By: ___________________________

Carl Hasty  ___________________________

District Manager  ___________________________

Dated: ___________________________  Dated: ___________________________
EXHIBIT 1
TO
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT

(Sustainable Service Plan)
EXHIBIT 2
TO
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT

(Vehicle Fleet)
EXHIBIT 3
TO
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT

(Equipment List)
EXHIBIT 4
TO
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT

(Maintenance and Repair Plan)
EXHIBIT 5
TO
MANAGEMENT, OPERATIONS AND MAINTENANCE AGREEMENT

(Employee Training Plan)
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Resolutions and Claim for California Transportation Development Act (TDA) Funds for the El Dorado County Portion of Lake Tahoe for Transit Operations for Fiscal Year 2011-2012

Action Requested:
It is requested the Board approve the resolutions and claim for FY 2011-2012 TDA funds for the El Dorado County portion of Lake Tahoe for transit operations administered by the District.

Background:
A budget source of transit operating revenue that can be used to match federal transit operating grant funds is Transportation Development Act (TDA) funds from the State of California. There are two sources that the District is eligible to receive as a transit operator. These two sources of funds are: State Transit Assistance (STA) funds; and Local Transportation Funds (LTF).

LOCAL TRANSPORTATION FUND (LTF)

TDA legislation (SB325) provides a source of financial support for public transportation by allowing counties to impose a one-quarter percent sales tax. The revenue collected from the tax is returned to the county of origin to be redistributed on a population basis. These funds are deposited in a local transportation fund (LTF). Local transportation funds are allocated by the Regional Transportation Planning Agency (RTPA) for use in the counties based upon the priorities set by the TDA. For the Tahoe Region, the Tahoe Regional Planning Agency acts as the local RTPA.

Claims may be filed by transit operators for operating costs or capital requirements; by cities or counties for transit services provided under contract; or by cities and counties for streets and roads, if no unmet transit needs which are reasonable to meet exist in the claimant’s jurisdiction.

CH/jw

AGENDA ITEM: VIII.B.
STATE TRANSIT ASSISTANCE (STA)

In addition to the LTF, State Transit Assistance (STA) funds are also made available through TDA.

The STA fund program was created under Chapter 161 of the Statutes of 1979 (SB 620). Funds from the program are derived from the statewide sales tax on gasoline and diesel fuel. The money is appropriated to the Secretary of Business, Transportation and Housing Agency for allocation by formula to each RTPA. STA funds are allocated for public transportation purposes.

TDA funds are processed on an annual basis through a claims process. Claims for these funds are submitted by eligible recipients to the TRPA, as the RTPA. TRPA will evaluate the claims and present them for approval. Once approved, the allocation instructions for the funds are forwarded to the appropriate County Auditor-Controller’s Office. The Auditor-Controller will then release the funds to the claimant at regular intervals throughout the fiscal year.

Discussion:
There is approximately $839,880 in LTF available for use within the El Dorado County portion of the Tahoe Region ($580,923 and $258,987 for the incorporated and unincorporated areas respectively) in FY 2012. In the Tahoe Region, 100 percent of LTF available for use is programmed to provide public transit services.

For FY 2012, there is approximately $298,493 in total STA funding available for the El Dorado County portion Tahoe Region ($220,378 and $78,115 for the incorporated and unincorporated areas respectively). As with the LTF, the District, as a transit operator, is eligible to receive STA funds to fund public transit services.

At this time, the District is proposing to submit claims for FY 2011-2012 LTF and STA funds for both the incorporated and unincorporated portion of El Dorado County within the Tahoe Region. This is different than the claim the District made last fiscal year. Last fiscal year, the City of South Lake Tahoe had already made the claim for that portion available for the incorporated portion of the county. The District claimed the unincorporated portion later in November, once it became the administering agency of the BlueGo transit service. This year, the District Manager and City Manager discussed and agreed to have the District make one single claim, thereby reducing administrative costs and time. Since this is the first time that a single claim will be made, Staff has asked for written concurrence from the City to submit with the claim to the RTPA. The District’s claim is expected to be heard at the July 27 meeting of TRPA (acting as the RTPA), once the District Board approves the resolutions (Attachments A and B).

Staff recommends approval of the claim and resolutions.

Fiscal Analysis:
The TDA funds are included as revenue sources in the adopted fiscal year’s budget. This action enables the acquisition of these revenue sources, which are used as non-federal match for federal operating grant funds.

Work Program Analysis:
The work load associated with this action is accounted for in the Work Program under Work Element 4.
Additional Information:
If you have any questions or comments regarding this item, please contact Carl Hasty at (775) 589-5501 or chasty@tahoetransportation.org.

Attachments:
A. STA Claim Resolution
B. LTF Claim Resolution
TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2012-002

A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE
THE CLAIMS FOR 2011/2012 TAHOE REGIONAL PLANNING AGENCY,
SITTING AS THE REGIONAL TRANSPORTATION PLANNING AGENCY,
STATE TRANSIT ASSISTANCE FUNDS

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds
from the California State Transit Assistance Fund (STA) for transit capital, transit operating; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional
Transportation Planning Agency (RTPA), includes an allocation in the amount of $298,493
($220,378 and $78,115 for the incorporated and unincorporated areas of the Lake Tahoe
portion of El Dorado County respectively) for operating and capital assistance for the BlueGO

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Tahoe
Transportation District authorizes the District Manager to execute the 2011/2012 Transportation
claim to the TRPA, sitting as the RTPA, in the amount of $298,493 in STA funds.

PASSED AND ADOPTED by the Board of Directors of the Tahoe Transportation District at its
regular meeting held on July 8, 2011, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

_________________________________
Andrew Strain, Chair
Tahoe Transportation District
TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2012-003

A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE THE CLAIMS FOR 2011/2012 TAHOE REGIONAL PLANNING AGENCY, SITTING AS THE REGIONAL TRANSPORTATION PLANNING AGENCY, LOCAL TRANSPORTATION FUNDS

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds from the Local Transportation Fund (LTF) for transit capital, transit operating, and road maintenance assistance; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional Transportation Planning Agency (RTPA), includes an allocation in the amount of $839,880 ($580,923 and $258,957 for the incorporated and unincorporated areas of El Dorado County at Lake Tahoe respectively) for operating and capital assistance for the BlueGO transit system for Fiscal Year 2011/2012.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Tahoe Transportation District authorizes the District Manager to execute the 2011/2012 Transportation claim to the TRPA, sitting as the RTPA, in the amount of $839,880 in TDA Article 4: Transit Operations.

PASSED AND ADOPTED by the Board of Directors of the Tahoe Transportation District at its regular meeting held on July 8, 2011, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

_________________________________
Andrew Strain, Chair
Tahoe Transportation District
MEMORANDUM

Date: July 1, 2011
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Proposal on Transit Operations Committee and Board Meeting Times

Action Requested:
It is requested the Board discuss the proposal for the Transit Operations Committee and Board meeting times and decide on a direction.

Background:
Last fall, the Board approved the creation of a Transit Operations Committee for the BlueGo transit service and appointed Board Director Angela Swanson as Chair effective July 2011. The purpose of the committee is to vet policy issues relevant to the BlueGo service and provide recommendations to the full Board for decision.

Discussion:
The committee Chair has had several discussions with Staff and a few other Board members about the vision for the BlueGo service, how best to structure the committee and to integrate it with regular Staff and Board business. Taking into consideration the Board’s interest and direction articulated with the authorization of the committee, the Chair and Staff are in agreement with a proposal that is offered as the best method to address policy, and technical and community input.

It is proposed the Transit Operations Committee will meet in the morning prior to the Finance Committee on the day of the regularly scheduled Board meeting. It is also proposed that a broader-based technical and community advisory group for transit be created that will meet on a quarterly basis or as needed to provide the committee and Board input and to act as a forum for discussion on transit issues and needs. The Transit Operations Committee will use the input for BlueGo operations policy deliberations and recommendations to the full Board. The technical and advisory group will be helpful to the District Staff and Board in assessing, developing, and considering transit needs and operations in the region.

To accommodate a second committee scheduled on the same day as the regularly scheduled Board meeting, it is proposed that the Transit Operations Committee would start at 8:30 in the morning, the Finance Committee would start at 9:30 in the morning and the full Board meeting
would start at 10:30 in the morning. Scheduling both committee meetings and Board meeting on the same day facilitates Board participation and consolidates Staff work complying with open meeting law requirement for notices, agenda preparation, and minutes. The advisory group will meet on non-Board days and less often, which is also simpler for staff to provide support. In months where there may not be any Transit Operations Committee business, the Board meeting would start at 9:30 with the Finance Committee. The outcome is the typical Board meeting time is extended by an hour, but should conclude in the early afternoon allowing adequate travel time for Board members who have to travel some distance to return before the end of the day.

Staff recommends approval of the proposal.

**Fiscal Analysis:**
There is minor cost savings or direct expense associated with this proposal.

**Work Program Analysis:**
The proposal results in staff time savings in preparing notices, agendas, packets, minutes, and other administrative duties to support a formal committee on a non-Board meeting day. The proposal also optimizes Board member time and participation by holding the meeting on the same regularly scheduled day as the Board meeting. It also offers an effective way for the Staff and Board to seek community and technical input on transit and operations via an advisory group.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Carl Hasty at (775) 589-5501 or chasty@tahoetransportation.org.
MEMORANDUM

Date: July 1, 2011

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Alternative B of the Nevada Stateline to Stateline Bikeway – South Demonstration Project, as described in the Final Joint Environmental Assessment (EA) and Authorize Staff to Proceed with Project Implementation

Action Requested:
It is requested the Board approve Alternative B of the Nevada Stateline to Stateline Bikeway – South Demonstration Project as described in detail in Chapter 2, “Alternatives,” of the Final Joint Environmental Assessment (EA) and consistent with the United States Forest Service (USFS) Decision Notice and Finding of No Significant Impact (FONSI) issued on June 20, 2011 (See Attachment A) and authorize Staff to proceed with project implementation.

Background:
The USFS and TRPA have directed the preparation of a joint Environmental Assessment (EA) pursuant to National Environmental Policy Act (NEPA) regulations, TRPA’s Compact, Chapter 5 of the TRPA Code of Ordinances, and Article 6 of the TRPA Rules of Procedure for the Nevada Stateline-to-Stateline Bikeway, South Demonstration Project. Approximately two-thirds (Segments 2 and 3) of the approximate 3.2-mile shared-use path will be within the Lake Tahoe Basin Management Unit (LTBMU) Round Hill and Urban Lots management areas defined in the Forest Plan. It will cross portions of the following TRPA Plan Area Statements: 068 (Round Mound), 070A (Edgewood), 070B (Rabe), and 077 (Oliver Park), and will be contiguous to the Stateline and Kingsbury Community Plan areas. The shared-use path meets the definition of a linear public facility (LPF) in Chapter 2, “Definitions” of the TRPA Code of Ordinances, and as such, will be subject to the applicable TRPA Code provisions that apply to LPF.

The EA analyzed three alternatives for the South Demonstration Project, identified as Alternative A, Alternative B, and Alternative C (No Project/No Action Alternative) which are shown in Attachment B and described in the EA as follows:
ALTERNATIVE A

SHARED-USE PATH

Segment 1
For Segment 1, the shared-use path would begin at Lake Parkway and the Nevada stateline in the casino core and end at the north side of Kahle Drive. This segment is broken into three sections that generally include Lake Parkway, U.S. 50, and Laura Drive.

Lake Parkway
Approximately 0.9 mile of the proposed shared-use path would cross the Edgewood Tahoe Golf Course property, which would require a deed-restricted easement from the property owner, Edgewood Companies. Preliminary discussions with Edgewood Companies regarding this easement are underway. The extent of the easement and final alignment along Lake Parkway and U.S. 50 are subject to refinement as the design process and easement negotiations progress. This section would also require an encroachment permit and/or new right-of-way from Douglas County along Lake Parkway.

The section along Lake Parkway would deviate from the above-described design standards in that the path would be a 12-foot-wide paved path with 1-foot-wide shoulders on either side. The shared-use path corridor width (14 feet) would be the same as at other locations, but the paved portion is proposed to be wider along this section and the U.S. 50 section to accommodate anticipated higher travel volumes and to reduce conflicts among users (see Section 3.9, “Traffic, Parking, and Transit”).

The shared-use path would run parallel to Lake Parkway on the northwest side of the road and would be situated between the existing wrought iron fence and the edge of curb on Lake Parkway. The shared-use path shoulder would be set back 5 feet from the edge of curb. Exhibit 2-7 shows a cross-section of the shared-use path with the current configuration of Lake Parkway. Just before reaching U.S. 50, the alignment would turn north to avoid the existing Edgewood Tahoe Golf Course landscape and signage entry area. The proposed design would require relocating a section of the existing fence.

This section of the shared-use path would include two at-grade roadway crossings, one on Lake Parkway and one at the entrance road to Edgewood Tahoe Golf Course. The Lake Parkway crossing would include a new pedestrian ramp and marked 10-foot-wide crosswalk located just north of the southernmost access driveway to Harvey’s casino. This crossing treatment would include advance warning signs consistent with the FHWA’s Manual on Uniform Traffic Control Devices (MUTCD) (MUTCD Bicycle/Pedestrian Sign W11-15; FHWA 2009) and stop bars for both north and southbound traffic on Lake Parkway. The crossing at the entrance to Edgewood Tahoe Golf Course would include stop signs on the shared-use path for north and southbound path users, and an advance warning sign (MUTCD Bicycle/Pedestrian Sign W11-15 and Supplemental Plaque W11-15P; FHWA 2009) and stop bar for outgoing traffic from Edgewood Tahoe Golf Course. This crossing treatment would also require reconstructing the southernmost curb of this intersection to a 35-foot radius.

Option: Reduce the Width of Lake Parkway by 7 Feet
Douglas County is considering and has presented to Edgewood Companies an option to reduce the width of Lake Parkway by 7 feet leaving a remaining pavement width of 37 feet (three 11-
foot travel lanes, one of which would be a dedicated left turn lane, and two 2-foot paved shoulders). The reconfigured Lake Parkway would be signed for no parking. This optional configuration is being considered to reduce: (1) the required easement width and associated cost, and the extent of encroachment into Edgewood Companies landscaped area on Lake Parkway; and (2) the potential for golfer/path user conflicts. While parking would no longer be permitted along Lake Parkway, Douglas County has expressed the willingness to consider allowing parking during the occasional special event (e.g., Celebrity Golf Championship Tournament), if it could be demonstrated that the parking was necessary and that the parking could be managed safely.

**U.S. 50**

In addition to requiring a deed-restricted easement from Edgewood Companies, this section would also require an encroachment permit and/or new right-of-way dedication from NDOT.

Similar to the section along Lake Parkway, the section along U.S. 50 would be a 12-foot-wide paved path with 1-foot-wide shoulders on either side. The shared-use path would run parallel to U.S. 50 on the west side and would be situated between the existing iron fence and the edge of curb to a point just south of Edgewood Creek. The shared-use path shoulder would be set back 5 feet from the edge of curb.

From the point just south of Edgewood Creek to the access point on Laura Drive, the existing fence would need to be relocated to the west onto Edgewood Companies property and west of the proposed shared-use path. The shared-use path would cross Edgewood Creek on a 120-foot-long by 12-foot-wide steel truss prefabricated bridge. The bridge would require the placement of two bridge abutments within the limits of the existing FEMA delineated 100-year floodplain for Edgewood Creek. However, as part of the South Demonstration Project, a FEMA Letter of Map Amendment (LOMA) application would be submitted to FEMA to request a change to the mapped 100-year floodplain immediately below U.S. 50 where the proposed bridge would span Edgewood Creek. A LOMA establishes a property's location in relation to the special flood hazard area. The purpose of the proposed floodplain revision would be to demonstrate that the proposed bridge and its abutments would be located outside the 100-year floodplain limits of Edgewood Creek.

Near the northwest corner of the golf course property, the shared-use path would pass through an existing stand of trees and connect to Laura Drive at its intersection with the 4-H Camp Road. The alignment is designed to avoid the existing pump house at the northeastern corner of Edgewood Companies property and would include new perimeter fencing around that structure.

**4-H Camp Road to Kahle Drive**

This portion of the shared-use path would be an on-road segment that would follow Laura Drive to Kahle Drive and would require an encroachment permit and/or right-of-way dedication from the Olive Park GID. Laura Drive would be resurfaced and striped to include 6-foot bicycle lanes, 8-foot wide parking bays on the west side of Laura Drive, signage designating Laura Drive as a bicycle route, and no parking signs on both sides of the road (outside of the bays). The vegetation located in the southeast quadrant of the Kahle Drive/Laura Drive intersection would be removed so that northbound bicycles and westbound traffic would have a clear view of each other when approaching this intersection.
This section would include two at-grade roadway crossings, one at the 4-H Camp Road and one at Kahle Drive. The 4-H Camp Road crossing would include two 6-foot-wide crosswalks leading to and from the bicycle lanes on Laura Drive. This crossing treatment would include an advance warning sign (MUTCD Bicycle/Pedestrian Sign W11-15 with Supplemental Plaque W11-15P; FHWA 2009) and stop bars for both approaches on 4-H Camp Road and southbound traffic on Laura Drive. The Kahle Drive crossing would also include two 6-foot-wide crosswalks leading to and from the bicycle lanes on Laura Drive, advance warning signs for westbound and eastbound traffic on Kahle Drive, and stop bars for approaching vehicles on Kahle Drive and Laura Drive.

**Segment 2**

This segment of the shared-use path would be a 10-foot-wide paved path with 2-foot-wide shoulders on either side, except where noted below, and would require a Special Use Permit from the LTBMU and an encroachment permit and/or right-of-way dedication from NDOT for a 350-foot-long section along U.S. 50 (described below).

From the north side of Kahle Drive, path users would be directed through the expanded parking lot at Kahle Drive to a shared-use path alignment that parallels U.S. 50 for approximately 0.6 mile. The shared-use path would cross Burke Creek on a 55-foot-long by 12-foot-wide steel truss prefabricated bridge.

Approximately 350 feet north of the bridge, the shared-use path would narrow and the next 350 feet would be constructed entirely within the NDOT right-of-way to avoid crossing the private parcel that fronts U.S. 50 (APN 1318-22-002-018). The width of this 350-foot-long section would be reduced to 8 feet with no shoulders to fit within the existing right-of-way. As part of the transition to this narrowed section, a 440-foot-long by 42-inch high concrete barrier/rail would be placed approximately 2 feet from the outside striping on U.S. 50. The west side of this 350-long section would be free of a barrier, except at the culvert crossing near the northern end of the private parcel, where a 54-inch-high post and split rail fence would be required to prevent path users from falling into the culvert. Current design plans show that access to the private parcel would be restricted by the concrete barrier and fencing. With this alignment, it is expected that further discussions with the private parcel owner and NDOT would be required to provide access to the private parcel in latter phases of design.

North of the private parcel, the shared-use path would transition back to a 10-foot-wide path with 2-foot-wide shoulders. Just north of the private parcel, the shared-use path would cross an unnamed drainage and aspen stand on a 60-foot-long by 12-foot-wide steel truss prefabricated bridge. The shared-use path through this section would require removing a portion of an existing aspen stand. From this location, the shared-use path would continue north, following U.S. 50 for another 1,990 feet, at which point it would turn northwest and align with existing dirt trails through a forested area. The shared-use path would then cross through the meadow/forest for approximately 2,700 feet and tie into the 10-foot wide Elks Point Bike Path that runs parallel to the south side of Elks Point Drive.

**Segment 3**

This segment of the shared-use path would be a 10-foot-wide paved path with 2-foot-wide shoulders on either side, and would require a Special Use Permit from the LTBMU and an encroachment permit and/or right-of-way dedication from NDOT for the Elks Point Road crossing.
Segment 3 would originate south of Elks Point Road at a point on the existing Elks Point Bike Path east of the entrance to Nevada Beach Campground and Day Use Area. This section would include an at-grade crossing of Elks Point Road that would include a 10-foot-wide crosswalk, and advance warning signs and stop bars for eastbound and westbound vehicles on Elks Point Road. Signage would be provided for users of the South Demonstration Project directing northbound bicyclists wishing to access U.S. 50 northbound to use the existing Elks Point Bike Path trail eastbound to the signal at U.S. 50/Elks Point Road. (Note: the signal at U.S. 50/Elks Point Road is the northernmost protected location for a northbound bicyclist to cross U.S. 50 before the northern terminus of the South Demonstration Project so that they would be on the correct side of the roadway as they continue northbound on U.S. 50.)

From the north side of Elks Point Road, the shared-use path would follow a lower alignment that contours around the west side of Round Mound. The lower alignment would be located within approximately 128 feet of the closest residential structure on the west side of Elks Avenue within the Elks Point Neighborhood, a gated private community. An upper alignment is being considered as an option to distance the shared-use path from existing residences—the upper alignment would move the path to a distance of 190 feet from the closest residence, but would require the removal of rock outcrops protected by TRPA regulations and involve additional locations where the grade would exceed 5%. An existing chain link fence east of Elks Avenue separates the Elks Point Community from the proposed shared-use path.

The shared-use path would then be routed through the abandoned Round Hill Pines Resort, and connect to a segment of the Old Lincoln Highway that runs parallel to and west of U.S. 50. From the access road to Round Hill Pines Beach, the alignment would extend approximately 0.3 miles to the north, following portions of the Old Lincoln Highway, to a point where NFS land meets private property.

Sections of Segment 3 would traverse steep cross slopes that would require retaining walls. Locations where final grades would exceed AASHTO’s 5% slope standard are shown in red on Exhibit 2-5.

This section would also include an at-grade crossing at the Round Hill Pines Beach access road. This crossing would include advance warning signs (MUTCD Bicycle/Pedestrian Sign W11-15 with supplemental Plaque W11-15P; FHWA 2009) and stop bars for inbound and outbound vehicles on the access road. An intersection warning sign (MUTCD Sign W2-1; FHWA 2009) would be placed along the shared-use path at the crossing location of the Round Hill Pines Beach access road.

To minimize the potential for user-created informal trails leaving the established bicycle path, an 8-foot-wide foot path with treated wood steps would be constructed from the Nevada Beach Campground and Day Use Area entrance to the proposed shared-use path alignment.

Alternative B

Shared-Use Path

Segment 1
Segment 1 under Alternative B would be the same as described above for Alternative A.
Segment 2
After crossing Kahle Drive at Laura Drive, Segment 2 under Alternative B would turn west and run adjacent to Kahle Drive for approximately 0.3 mile, at which point it would turn north and connect with the Lam Watah Trail. Under Alternative B, Segment 2 would merge with the Lam Watah Trail for a distance of approximately 1,200 linear feet before splitting off to the north and following existing dirt trails to the Elks Point Bike Path on the south side of Elks Point Road.

The approximately 1,200-foot-long section of the shared-use path would require resurfacing and widening of the Lam Watah Trail. In addition, the existing boardwalk over Burke Creek would be removed and a new 210-foot-long by 12-foot-wide section of boardwalk (Exhibit 2-9) would be constructed just east of the location of the existing boardwalk. The area of the removed boardwalk would be restored to enhance fish passage.

The existing interpretive sign along the shared segment highlighting the Lam Watah Trail would be retained and an aggregate pullout would be added to prevent potential conflicts between path users.

Segment 3
Segment 3 under Alternative B would be the same as described above for Alternative A.

Under both action alternatives (A and B), the project would be constructed in three phases. Each phase would consist of one segment of shared-use path, approximately one mile in length. These segments include:

► Segment 1: The California/Nevada state line on Lake Parkway to the north side of Kahle Drive. This segment includes an option to narrow the width of Lake Parkway west of U.S. 50 by seven feet.

► Segment 2: North side of Kahle Drive to the existing shared-use path on the south side of Elks Point Road (Elks Point Bike Path).

► Segment 3: South side of Elks Point Road (Elks Point Bike Path) to Round Hill Pines Beach. This segment includes upper and lower optional alignments around the west side of Round Mound.

In addition to the bike trail component, the Project proposes an expansion and enhancement of the existing parking lot, with a restroom facility at the northwest corner of the intersection of U.S. 50 and Kahle Drive and use of a portion of the Elks Point Bike Path in Segment 2 would be the same with both Alternatives A and B.

Alternative C
Under Alternative C, the shared-use path as proposed under Alternatives A and B would not be constructed. Under this alternative, no bridges, parking areas, or restrooms would be constructed or expanded within the project area. The existing Lam Watah Trail would remain as it is today. Current management plans would continue to guide management of the project area.
Discussion:
Following the closing of the public comment period, staff responded to and/or incorporated all public comments received and prepared the Final Joint Environmental Assessment. As part of the April 2011 TTD meeting, the TTD Board approved the technical adequacy of the Final Joint Environmental Assessment Nevada Stateline to Stateline Bikeway – South Demonstration Project, however approval of the Project was not requested as part of the action, since a final federal determination on the analysis needed to do so was not complete. Since that time, the USFS has issued a Decision Notice (DN) and Finding of No Significant Impact (FONSI) for Alternative B for Segments 2 and 3, including the lower alignment around the west side of Round Mound, as these segments of the trail are located on National Forest System lands.

It should be noted that there is a 45-day appeal period of the USFS-LTBMU’s Forest Supervisor’s decision however, only those persons that commented during the public comment period are eligible to appeal the decision. As stated in the USFS DN, “if no appeals are filed within the 45-day time period, implementation of the decision may occur on, but not before, five (5) business days from the close of the appeal filing period. If an appeal(s) is filed, implementation may occur on, but not before, the fifteenth business day following the date of the last appeal disposition.” To date, the proposed Project has been non-controversial and all comments received were either responded to and/or incorporated as necessary.

Now that the USFS has issued the DN and FONSI, Staff is recommending approval of the Alternative B, as described in the Final EA, including the associated design features like the lower alignment around Round Mound, as this alignment is environmentally superior in regards to impacts to land disturbance/coverage, water quality, scenic resources, vegetation, and is more consistent with the overall purpose and need of the project. Following approval by the Board, staff will proceed with final design and submittal of all required permits. In regards to the TRPA permit approval, staff has requested that approval of Alternative B, including the lower alignment around Round Mound, be placed on the TRPA Governing Board agenda for August 24, 2011.

Staff anticipates that construction of Phase 1 (Segment 2), including the restroom and parking lot expansion, will commence during the 2012 construction season. As such, staff is also seeking confirmation from the Board regarding the District’s role following completion of the final design and bid package. Presently, Douglas County is identified as the implementing agency, however Douglas County has expressed its interest in the District taking the lead on implementation of the Project, which has been discussed with the Board since April of this year. Staff is seeking Board approval to take the project through construction should formal concurrence from Douglas County be secured. Staff will update the rest of the Nevada Stateline to Stateline Bikeway Working Group as well.

Fiscal Analysis:
All expenditures associated with the development of the environmental analysis and final design has been approved in subsequent contracts and/or task orders. There is no additional fiscal need associated with this item. Future items related to construction and costs that are within the District’s purview will be brought to the Board for discussion and approval.

Work Program Analysis:
This project is included in the work program. All work associated with this effort will be captured under respective elements of the approved Work Program and corresponding allotted staff time.

AK/jw

AGENDA ITEM: VIII.D.
**Additional Information:**
If you have any questions or comments regarding this item, please contact Alfred Knotts at aknotts@tahoetransportation.org or (775) 589-5503.

**Attachments:**
A. Decision Notice and Finding of No Significant Impact  
B. Alternative Alignment Map
BACKGROUND

Douglas County, Nevada has proposed to construct the South Demonstration Project, a separated shared-use path located on the west side of U.S. 50 between the Stateline casino core on the south and Round Hill Pines Beach on the north. The shared-use path would be approximately 3.2 miles in length, of which approximately 2.2 miles is proposed on National Forest System (NFS) lands managed by the U.S. Department of Agriculture (USDA) Forest Service, Lake Tahoe Basin Management Unit (LTBMU). The remainder of the shared-use path would be constructed on private parcels owned by Edgewood Companies, or within existing public rights-of-way belonging to Douglas County, the Oliver Park General Improvement District (Oliver Park GID), or the Nevada Department of Transportation (NDOT). It is a goal of the project to construct a separated, shared-use path designed to meet American Association of State Highway and Transportation Officials (AASHTO) and Americans with Disabilities Act (ADA) standards to serve a broad spectrum of users. With a few exceptions, the proposed shared-use path would generally consist of a 10-foot-wide, paved path with 2-foot-wide shoulders on both sides. Given the constraints of existing development west of U.S. 50 in the area between 4-H Camp Road and Kahle Drive, the project would include an approximately 0.15 mile (800 foot) on-road section that includes bicycle lanes on Laura Drive. The final trail design would meet ADA design standards, but would require some variances from the AASHTO standards at isolated locations due to topographic and environmental constraints.

Douglas County would be responsible for project construction and for the costs associated with the long-term management, operation, and maintenance of the proposed South Demonstration Project.

The South Demonstration Project is a small part of the larger 30+-mile-long Nevada Stateline-to-Stateline Bikeway Project that would parallel the east shore of Lake Tahoe and connect the California/Nevada border in the south shore casino core to the California/Nevada border in Crystal Bay, Nevada. The Nevada Stateline-to-Stateline Bikeway Project is a joint proposal of local, state, and Federal agencies with responsibilities of implementing the Lake Tahoe Environmental Improvement Program, Regional Transportation Plan, and Lake Tahoe Bicycle and Pedestrian Plan on the Nevada side of the Lake Tahoe Basin. The intent of the South Demonstration Project is to create a shared-use path and to showcase the potential for creating a bikeway circling Lake Tahoe. Bicycle trail expansion has been identified as an important element of the Environmental Improvement Program (EIP) for air quality and recreation purposes and to encourage use of alternative modes of transportation. Although high quality trails exist in the Tahoe Basin, necessary connections for an integrated
network of bicycle trails have been identified as a future need. While the South Demonstration Project is not identified specifically as an EIP project, the project is consistent with the overall goals of the EIP, particularly the following EIP Air Quality and Transportation goal:

- 43 miles of bicycle and pedestrian trails to be constructed to help reduce dependency on the private automobile as directed by the Bi-State Compact.

The USFS and TRPA directed the preparation of a joint Environmental Assessment (EA) pursuant to National Environmental Policy Act (NEPA) regulations, TRPA's Compact, Chapter 5 of the TRPA Code of Ordinances, and Article 6 of the TRPA Rules of Procedure for the Nevada Stateline-to-Stateline Bikeway, South Demonstration Project. The Draft EA, published January 13, 2011 analyzed three alternatives for the South Demonstration Project, identified as Alternative A (Proposed Action), Alternative B, and Alternative C (No Project/No Action Alternative). After receipt of public comments, preparation of responses to comments, and minor edits to the EA, the Final EA was published in March 2011.

**DECISION AND RATIONALE**

It is my decision to select Alternative B of the South Demonstration Project, as described in detail in Chapter 2, "Alternatives," of the Final Joint Environmental Assessment (EA), as shown in blue on Exhibits 2-2 through 2-5 of the EA (see Attachment A), and as summarized in this Decision Notice (see “Alternatives Considered” discussion, below). My decision to authorize construction only applies to NFS lands as analyzed within the EA (Segments 2 and 3 of Alternative B). An LTBMU special use permit (SUP) will be issued for the approximately 2.2 miles of the Alternative B alignment for the shared-use path that will be located on NFS lands. Segment 1 of the shared-use path is not located on NFS land; rather, it would be constructed on private parcels owned by Edgewood Companies, or within existing public rights-of-way belonging to Douglas County, Oliver Park GID, or NDOT. However, Segments 2 and 3 of Alternative B are located on NFS lands:

Segment 2 - North side of Kahle Drive to the existing shared-use path on the south side of Elks Point Road (Elks Point Bike Path) – approximately 5,450 linear feet (Exhibit 2-4 of the EA, see Attachment A). The affected parcels include APNs 1318-22-002-017 and 1318-22-001-009.

Segment 3 - South side of Elks Point Road (Elks Point Bike Path) to Round Hill Pines Beach – approximately 6,100 linear feet (Exhibit 2-5 of the EA, see Attachment A). Two alignments were considered for this segment of trail. The affected parcels include APNs 1318-22-001-001, 1318-22-001-002, and 1318-15-401-001.

The lower elevation alignment is selected along with Alternative B: From the north side of Elks Point Road, the shared-use path will follow a lower alignment that contours around the west side of Round Mound. The lower alignment will be located within approximately 128 feet of the closest residential structure on the west side of Elks Avenue within the Elks Point Neighborhood, a gated private community.

This lower elevation alignment is selected because it has less trail exceeding 5% grade (AASHTO standard), it traverses less boulders, has approximately 450 feet less of steeper side slopes,
would require about 100 feet less wall, and would be less costly to construct than the upper elevation trail alignment (see Table 2-2 of the EA).

My decision is based on the analysis and determinations presented in the EA as well as the supporting documentation contained in the Project Record. The EA fulfills the requirements of the National Environmental Policy Act (NEPA) at the site-specific level. Alternative B is consistent with the LTBMU’s 1988 Forest Plan (as amended).

The key considerations I used in making my decision include:

This alternative meets the purpose and need (EA, Section 1.4), project goals and objectives (EA, Section 1.5), incorporates Project Design Features (See Attachment B), and I believe this project will provide the greatest long term benefit to the community. The project design features will apply to Alternative B (including those segments located on NFS land), except where noted. Many of the design features incorporate context sensitive design elements, monitoring effectiveness, and adaptive management elements to address unanticipated adverse resource effects or effects to sensitive sites.

Throughout public scoping and during the formal comment period, I heard support for this project from the public, key stakeholders, and local partners. Additionally, I heard support expressed for both alternatives. I considered several additional factors which led to my selection of Alternative B.

I recognize that the Stateline-to-Stateline Bikeway Working Group, with representatives from Douglas County, TRPA, Tahoe Transportation District, Nevada Department of Transportation, the Washoe Tribe of Nevada and California, Washoe County, Carson City, the Incline Village General Improvement District, the Nevada Division of State Parks, the Nevada Division of State Lands, and the Federal Highway Administration, has given its support of Alternative B because the alignment is farther from U.S. 50 (the noise and traffic); it would be more scenic through Rabe Meadow; and it would connect users to the Lam Watah trail. In addition, alternative A may be constrained to an approximate 8’ total width within the Nevada Department of Transportation right-of-way due to private property constraints, creating a bottle neck effect upon the trail.

I have considered the effects to the Lam Watah trail from both alternatives. I understand that there is concern about use conflicts on that trail. I have tried to minimize the impacts to that trail by providing information to set user expectations, focus bicycle traffic onto the paved bike path and away from the aggregate surfaced Lam Watah trail, and by monitoring the use to determine if additional measures are necessary.

I also recognize the potential impacts to the recreation area at Nevada Beach. In consideration of the increased use of the trail leading to the Nevada Beach Campground (and disturbance of campers), I have incorporated monitoring and adaptive management of that trail. Results of monitoring could lead to additional restrictions on bicycle use of that trail.

The linear nature of the trail requires that it cross riparian areas to connect destinations. Design features have been developed to cross the riparian areas and maintain natural hydrologic function and meadow ecosystem integrity. In addition, Alternative B minimizes riparian zone disturbance over A. Alternative B would share a portion of the Lam Watah trail and Alternative A would create a new and separate trail while keeping the existing Lam Watah trail.
Alternative B would also have less risk of noxious weeds infestation and mitigation needs which would reduce the risk of spread over alternative A.

The South Demonstration Project is an important component of the overall project which I support. This project is beneficial to the community for economic vitality, alternative transportation, and quality of life. This Project will provide a separated, shared-use path that links recreation areas, community centers, transportation facilities, and neighborhoods from the California/Nevada border at Lake Parkway West in Stateline, Nevada to Round Hill Pines Beach in Round Hill, Nevada. Existing bikeways in the Tahoe Basin are extremely popular and public surveys show that expansion of the bikeway system around the entire Lake is desired (TRPA/Tahoe Metropolitan Planning Organization 2010). The proposed South Demonstration Project of the Nevada Stateline-to-Stateline Bikeway will provide a spectacular recreation opportunity to link the Stateline community and its casino core to public beaches and coves along the east shore to Round Hill Pines Beach. These popular recreation areas are generally accessed by automobile only. Providing bicycle links to recreation areas and the casino core will be an important step toward reducing vehicle impacts, improving the multi-modal options available to residents and visitors, and providing a highly desirable recreation experience in the shared-use path itself. For these reasons, the South Demonstration Project provides high value as an independent facility, but is also a critical first step to completing the planned Nevada Stateline-to-Stateline Bikeway.

While this project is part of the larger Nevada Stateline-to-Stateline Bikeway project, my decision only authorizes permitting and construction on the South Demonstration Project. Additional projects identified through the Nevada Stateline-to-Stateline Bikeway project will need site-specific NEPA analysis prior to their implementation. This decision is a stand-alone decision which is independent of any other proposed bikeway segments.

**ALTERNATIVES CONSIDERED**

The following is a summary of the three alternatives considered in detail for the South Demonstration Project, identified as Alternative A (Proposed Action), Alternative B, and Alternative C (No Project/No Action Alternative). For a complete description of alternatives, see the EA, Chapter 2, “Alternatives,” Section 2.2, “Alternatives Considered in Detail.” Five other alternatives were considered, but not in detail. A description of these alternatives and the reasons for not considering them in detail can be found in the EA, Section 2.5, “Alternatives Considered But Not Studied In Detail.”

**Action Alternatives: Alternatives A and B**

Under both action alternatives (A and B), the project would be constructed in three phases. Each phase would consist of one segment of the shared-use path, approximately 1 mile in length. The primary difference between the alternatives is in segment 2, through Rabe Meadow. Alternative A is generally located adjacent to Highway 50 while Alternative B would be located within the meadow and share a portion of the Lam Watah trail. These segments and the affected parcels include:

**Segment 1**: The California/Nevada state line on Lake Parkway to the north side of Kahle Drive – approximately 5,350 linear feet (Exhibit 2-3 of the EA). This segment includes an option to narrow the width of Lake Parkway
west of U.S. 50 by 7 feet. The affected parcels include Assessor Parcel Numbers (APN) 1318-27-001-001 and 1318-27-001-004. (Note: Segment 1 is not located on NFS lands. Therefore, it will not be addressed in this USFS decision. It is included in this summary to provide a complete description of the South Demonstration Project.)

**Segment 2:** North side of Kahle Drive to the existing shared-use path on the south side of Elks Point Road (Elks Point Bike Path) – approximately 5,450 linear feet (Exhibit 2-4 of the EA). The affected parcels include APNs 1318-22-002-017 and 1318-22-001-009.

**Segment 3:** South side of Elks Point Road (Elks Point Bike Path) to Round Hill Pines Beach – approximately 6,100 linear feet. This segment includes upper and lower optional alignments around the west side of Round Mound (Exhibit 2-5 of the EA). The affected parcels include APNs 1318-22-001-001, 1318-22-001-002, and 1318-15-401-001. (Note: The lower alignment is selected along with Alternative B. The upper alignment is not being chosen because it has issues related to rock outcrops, greater area of exceeding the 5% grade, and greater costs to construct with no measurable environmental benefits.)

Segments 1 and 3, including the optional alignments that were considered, would be the same with both Alternatives A and B. Similarly, the proposed expansion and enhancement of the existing parking lot with a restroom facility at the northwest corner of the intersection of U.S. 50 and Kahle Drive and use of a portion of the Elks Point Bike Path in Segment 2 would be the same with both Alternatives A and B.

The difference between Alternatives A and B is the alignment of the shared-use path in Segment 2 through Rabe Meadow, between Kahle Drive and Elks Point Road. The Alternative A and B alignment options in Segment 2 under consideration in the EA are those that would best meet the purpose and need and project goals and objectives (see Sections 1.4 and 1.5 in Chapter 1, “Introduction,” of the EA). Generally, the location of these alignments in Segment 2 was intended to minimize effects to cultural and biological resources, stream environment zone (SEZ) areas, and tree removal effects, maximize use of existing disturbed areas, and enhance user experience.

Exhibits 2-3, 2-4, and 2-5 of the EA show the location of major elements of Alternatives A and B and proposed contractor staging areas. (Note: a complete set of 30% preliminary engineering plans for both alignments are available in the Project Record, L-10). Exhibit 2-6 of the EA shows in detail the proposed parking lot expansion and enhancement features. Exhibits 2-7, 2-8, and 2-9 of the EA show path cross-sections and typical details for the various cross slopes, and the boardwalk and bridge crossings discussed below. See Attachment A for copies of EA Exhibits 2-1 through 2-9.

**Design Standards**

The shared-use path designed for Alternatives A and B would be consistent with ADA standards having a firm and stable surface with resting intervals (landings) between changes in grade over 5%. The majority of both shared-use path alternatives would also meet AASHTO standards by having a 10-foot-wide paved path with graded/cleared 2-foot-wide shoulders on either side. (The specific sections of Alternative A and B that deviate from this standard are discussed below in more detail.) The shoulders would have a maximum slope of 1:6 unless lateral obstructions, such as trees, poles, and fences require that narrower shoulders be constructed in...
order to minimize effects (e.g., tree removal). The path would primarily be an asphalt surface, except in specific areas where other materials are necessary, such as on bridges and boardwalks (see detail below).

The final design would require some variances from the AASHTO standards at isolated locations. For example, a small section of Alternative A would include a substandard shared-use path width, grades would exceed the recommended 5% criterion for short distances at locations on and around Round Mound (Exhibits 2-4 and 2-5 of the EA), and shared-use path curves at isolated locations would not meet the recommended standards for minimum design radius for curvature for the purpose of avoiding the removal of trees with a diameter at breast height (dbh) of 24 inches or greater.

Access/Parking and Connectivity

Formal access to the shared-use path would be provided from the casino core, with primary access off Lake Parkway, near the corner of U.S. 50 and Lake Parkway, and the corner of Kahle Drive and U.S. 50. Access to the shared-use path from the casino core would be from one of the existing parking facilities available in that area.

The existing parking area at the northwest corner of the Kahle Drive/U.S. 50 intersection on NFS lands would also be expanded to accommodate additional use of the Rabe Meadow area associated with the shared-use path. The existing parking area includes a paved surface with a one-way travel lane and nine parking spaces (includes one handicapped space). An informational kiosk is located next to the parking spaces. This parking lot would be expanded to approximately 12,000 square feet (Exhibit 2-6 of the EA), with 14 additional parking spaces (includes one additional handicapped space). An additional kiosk, two picnic tables, bicycle racks, a bear-proof garbage can, and an up to six-stall restroom building with connections to the Douglas County Sewer Improvement District (DCSID) sanitary sewer lines and Kingsbury General Improvement District (KGID) water lines in Kahle Drive would also be added to the parking lot. Parking for Alternatives A and B would also be available at the Douglas County Transit Center parking structure and at the Kahle Community Center and Park on the east side of U.S. 50.

The southern terminus of the shared-use path would serve as an access point for the casino core. Access to the California Tahoe Conservancy's proposed South Tahoe Greenway shared-use path at Van Sickle CA/NV Bi-State Park on the east side of Lake Parkway at Heavenly Village Way in the near term would be provided by traveling on existing wide shoulders on Lake Parkway/Pine Boulevard and use of the existing signalized crossing at Park Avenue and U.S. 50. The South Tahoe Greenway shared-use path is a proposal to connect Van Sickle CA/NV Bi-State Park with the Sierra Tract residential area west of Al Tahoe Boulevard and continuing to Meyers, California.

At approximately the center point of the alignment, the proposed shared-use path would merge with and use a portion of the existing Elks Point Bike Path in Segment 2. The Elks Point Bike Path is an approximately 0.5 mile path that parallels Elks Point Road from Dorla Court to Nevada Beach. The Elks Point Bike Path is an extension of the Round Hill Bike Path, which extends from the end of Pine Ridge Drive in the Kingsbury Meadows neighborhood on the east side of U.S. 50 (east of Kahle Park) to Elks Point Road east of U.S. 50. Path users wishing to continue onto the Elks Point Bike Path from the Round Hill Bike Path must cross U.S. 50 using existing bicycle lanes or crosswalks.

There are four other future projects that would improve connectivity in the immediate area that include: bicycle lanes and sidewalks on the east side of Lake Parkway; bicycle lanes on U.S. 50 through the casino core; the
Kingsbury Connector that would connect the South Tahoe Greenway shared-use path with Market Street off of State Route (SR) 207 with bicycle route connections to the Round Hill Bike Path; and the Round Hill Bike Path Connector that would connect Kahle Park to the Round Hill Bike Path. These and other potential future bicycle system improvements that would enhance connectivity in the casino core area are mapped and discussed in TRPA’s 2010 Lake Tahoe Bicycle and Pedestrian Plan approved by the TRPA Governing Board at its August 25, 2010 meeting. Use of Pine Boulevard, extending south from the Lake Parkway/Stateline Avenue intersection and an approximately 1,000-foot-long section of U.S. 50 would connect the South Demonstration Project to the existing connector trail along the north side of U.S. 50 that heads west in front of the Tahoe Meadows into South Lake Tahoe.

Although no other formal, intermediate access paths are proposed as part of this project, it is recognized that residents of the surrounding neighborhoods (e.g., Kingsbury Grade area and Elks Point neighborhoods) and visitors to nearby recreation areas (e.g., Nevada Beach and Round Hill Pines Beach) could also gain access to the bike path using existing roads or informal paths. In addition, the existing informal access to Nevada Beach would be modified as part of this project to provide signage and more formal access to the beach. Future projects in relation to the broader Nevada Stateline-to-Stateline Bikeway may create additional connections and extend the shared-use path further north; however, these components would be part of separate projects and would be subject to their own independent environmental review and permitting. For the purpose of the EA, future Nevada Stateline-to-Stateline Bikeway elements are considered in the cumulative context in the resource sections of Chapter 3.

Signage

Signage would also be developed and installed at trailheads, connection points, and in other areas where necessary to alert users of possible obstacles or changes in the shared-use path. Other informational and interpretive/educational/way finding signs may also be installed along the shared-use path to provide background information regarding points of interest, such as those related to biological or cultural significance. A detailed signage plan would be prepared as part of the final design consistent with the FHWA’s MUTCD. For the purpose of the EA, the analysis of signage would be limited to that which is necessary for path safety based on engineering judgment and associated standards. All proposed signage would be subject to LTBMU and TRPA rules and regulations.

Lighting

For both Alternatives A and B in Segment 1, six existing streetlights along U.S. 50 would be set back from the edge of curb approximately 21 feet and would be located on the west side of the proposed shared-use path. These lights would be placed at 40-foot intervals. The proposed lighting would use LED bulbs and their design would be modeled after more modern light fixtures providing for a more aesthetically pleasing light fixture. A final lighting plan (detailing proposed height, style, and type) would be developed in consultation with and subject to TRPA and NDOT lighting design standards. Aside from exterior lighting for the proposed restroom structure in the expanded parking lot near the northwest corner of U.S. 50 and Kahle Drive, no other new lighting would be added along the length of the shared-use path.

Utilities
Utility modifications would be required in Segments 1 and 2 under both action alternatives (Alternatives A and B). No utility modifications would be required in Segment 3.

In Segment 1, a traffic signal control box would need to be relocated near the corner of Lake Parkway and U.S. 50, in addition to the relocation of the six existing streetlights along U.S. 50 noted above. The option to reduce the width of Lake Parkway by 7 feet would create additional utility modification obligations. For example, the reduced width would require access modifications to existing utility lines (e.g., relocated storm drain inlets and natural gas line access points) located on Lake Parkway.

In Segment 2, with both action alternatives (Alternatives A and B), the proposed restroom facility at Kahle Drive would require connections to existing DCSID and KGID sanitary sewer and water lines in Kahle Drive as described above.

**Construction Schedule and Activities**

Construction of the South Demonstration Project is expected to occur in three distinct phases (or segments), beginning as early as summer 2011. Construction of the three phases could, however, occur simultaneously if adequate funding were available. If construction funding becomes available, and the required permitting, final design, and construction bid documents can be completed in a timely manner, then project construction could be completed by the end of the 2011 construction season. Because of the potential timing of funding, it is more likely that construction of some portions of the project would extend into the 2012 and possibly the 2013 construction seasons.

Construction activities would include demolition of small areas of existing fence, pavement, curb, gutter, and sidewalk, tree removal, clearing and grubbing, grading, retaining wall construction, placement of aggregate base, asphalt concrete, and culverts, and construction of bridges, a boardwalk, a restroom (including utility connections), benches, picnic tables, and signage. Construction would occur 8 hours per day, 5 days per week within the range of hours permitted by TRPA, with approximately 20 workers on-site for each phase or segment.

Construction equipment that would be used during one or more of the construction phases would include, but not be limited to, the following: Haul trucks, backhoes or small excavators, front loaders, small grader, roller compactor, whacker, concrete truck, pumper truck, small crane, pavement grinder, and a large crane.

Low ground pressure equipment would be used for construction at locations between Kahle Drive and Elks Point Road. A maximum of 10 one-way haul truck trips per day is expected in addition to commute trips for construction workers. The maximum acreage that would be disturbed would be less than 10 acres in total, with a maximum of 0.5 acre disturbed per day.

**Long-term Operation and Maintenance**

Long-term operation and maintenance of the shared-use path would be the responsibility of Douglas County. For the section of the shared-use path that would cross the Edgewood Tahoe Golf Course property, Edgewood Companies has expressed an interest in negotiating the terms and responsibilities of the long-term maintenance plans particularly as it relates to landscaping along Lake Parkway and U.S. 50. The terms of the long-term maintenance agreement with the LTBMU for use of NFS lands would be articulated in the LTBMU SUP.
Generally, the County would be responsible for the following ongoing operation and maintenance tasks:

- monitor security/safety of the path through routine inspections;
- coordinate with other agencies, such as LTBMU and Douglas County Sheriff's Department, to provide regular law enforcement presence along the path;
- provide spokespersons to interact with the public;
- manage contracts and provide oversight for maintenance and improvements, such as:
  - sign replacement/repair;
  - pavement marking replacement;
  - vegetation clearing to maintain clearance and visibility;
  - restroom maintenance;
  - pavement sweeping;
  - crack seal and sealing;
  - trash and illegal dumping disposal;
  - fallen trees removal; and
  - graffiti removal.

Vehicles used for maintenance would typically be light trucks with occasional use of heavy dump trucks and tractors as well as emergency vehicles in the event of an emergency. The shared-use path would be designed to accommodate the loads expected with these vehicle types.

The proposed shared-use path would be maintained for non-winter use at all times, and for winter use as Douglas County's maintenance priorities and funding allow. The portion of Segment 1 that extends along U.S. 50 between Lake Parkway and 4-H Camp Road would be cleared of snow consistent with current practices along this stretch, where snow is removed following snow events. Snow is cleared to the west side of the path using a diesel-powered Bobcat. As funding and priorities permit, Douglas County would clear snow along the remainder of the shared-use path in a similar manner.

**No Action Alternative: Alternative C**

The No Action Alternative provides a baseline for comparing the effects of the action alternatives. Under Alternative C, the shared-use path as proposed under Alternatives A and B would not be constructed. Under the no project alternative, no bridges, parking areas, or restrooms would be constructed or expanded within the project area. The existing Lam Watah Trail would remain as it is today. Current management plans would continue to guide management of the project area.
PUBLIC INVOLVEMENT

Scoping

Council on Environmental Quality (CEQ) regulations require scoping for all USFS proposed actions (§220.6) (36 CFR 220.4(e)(1)). TRPA requires scoping only for EIS preparation, but completed scoping for the South Demonstration Project as an opportunity to receive early input from interested stakeholders. The public scoping (request for comments) period began on August 21, 2009, and ended on September 21, 2009 (Project Record C-1). Public scoping included a public meeting (with approximately 20 attendees) held from 6:00 to 8:00 p.m. on September 10, 2009 at TRPA’s offices in Stateline, Nevada. Scoping notices were mailed to interested parties requesting comments and issues for consideration in the South Demonstration Project joint EA be submitted by September 21, 2009. Parties contacted in the scoping process included outdoor retailers on the southeast shore of Lake Tahoe, property owners within 300 feet of the proposed bicycle path alternatives, individuals requesting to be included on the distribution list for all things project related, and an extensive list of government, public, and community organizations.

Additionally, public notices were placed in both the Tahoe Daily Tribune and the Nevada Appeal on August 21, 2009 and September 4, 2009, respectively. Copies of these notices are available in the project record on file at the LTBMU’s offices at 35 College Drive in South Lake Tahoe, California.

Information on the Nevada Stateline-to-Stateline Bikeway could also be obtained at http://www.nvtahoebikeway.com. This website was a key public outreach tool for the Nevada Stateline-to-Stateline Bikeway Project, providing information on public involvement, schedule of meetings and presentations, availability of documents, and answers to frequently asked questions.

Most comments received during scoping were supportive or seeking clarification of the project proposal. One comment was received from a nearby homeowner who had concerns about the potential for increased illegal activity and parking. A scoping summary report was prepared for the initial scoping process (Project Record E-1), which summarizes comments received during the public scoping process and includes responses to those comments. The report identifies issues associated with the alternatives and was used by the LTBMU and TRPA to determine areas in the EA where additional assessment, information, or clarification were necessary.

Alternative Development

Throughout the planning process, the LTBMU, Tahoe Transportation District, Douglas County, other agencies and stakeholders have worked closely to develop alternatives and plans that best meet the public and environmental needs. Agency staff and leaders have been involved throughout to address concerns as they arose. Partnership and collaboration have enabled this project to move forward efficiently and effectively and the final plan has become more robust as a result of this planning process. In addition to effective planning, partnerships have resulted in numerous potential funding sources for planning and implementation.
Draft EA Public Comment Period

The legal notice for the 30 day comment period was published on January 12, 2011 in the Tahoe Daily Tribune and the Notice of Availability (NOA) notifying interested parties of the opportunity to comment was mailed to scoping respondents, agencies, and interested public (Project Record Documents A5 through A7). The Draft EA was available for the public to review at the USFS LTBMU, 35 College Drive, South Lake Tahoe, CA; the TRPA, 128 Market Street, Stateline, NV; and the Douglas County Library, 233 Warrior Way, Zephyr Cove, NV. In addition, the document was available on the USFS LTBMU website (under Land & Resources Management, Projects), the TRPA website (under Major Projects and Environmental Documents), and the project website at http://www.nvtahoebikeway.com (under Document Library, South Demonstration Project). Three public hearings were held to solicit comments on the Draft EA: the Douglas County Board of County Commissioners meeting on Thursday January 20, 2011, the Tahoe Transportation District Board meeting on January 21, 2011, and the TRP Public Hearings Officer on February 3, 2011.

I have read all of the 16 written comment letters that were received on the Draft EA. I am also familiar with comments received during scoping. These letters are included in the Project Record (Project Record Documents G1-D16). The LTBMU and TRPA responses to those comments are found in Attachment C. After receipt of public comments, preparation of responses to comments, and minor edits to the EA, the Final EA was published in March 2011.

FINDING OF NO SIGNIFICANT IMPACT

After reviewing the EA, I have determined that implementation of Alternative B of the South Demonstration Project will not, individually or cumulatively, significantly affect the quality of the human environment. The provisions of 40 CFR 1508.27 indicate that project significance must be judged in terms of both context and intensity. Based on a review of these provisions, I have determined that an Environmental Impact Statement (EIS) is not required. I base my findings on the following definitions of context and intensity as provided in 40 CFR 1508.27.

Context

Context means that the significance of an action must be analyzed in several ways such as society as a whole (human, national), in the affected region, the affected interests, and the locality. The effects of implementing Alternative B are localized, with implications for the immediate vicinity of the project area and the Lake Tahoe Basin. Cumulative effects of past projects, combined with the current proposal and reasonably foreseeable future actions, are described and analyzed in the EA for each resource.

Intensity

Intensity refers to the severity of the anticipated impact. The following ten intensity factors are used to evaluate intensity:

1. Impacts may be both beneficial and adverse.
   I have considered both the beneficial and adverse impacts associated with Alternative B (specifically Segment 2 and Segment 3, with the lower alignment around Round Mound, located on NFS land) as
presented in the EA and this Decision Notice. Alternative B will provide recreational benefits for residents and visitors in the Stateline area (EA pp. 3.7-7 and 3.7-11) with no significant adverse effects to the human or biological environment. Chapter 3 of the EA discloses the anticipated level of effects to all resources of concern and Section 2.3 of the EA describes the Project Design Features that were developed to reduce or avoid negative environmental effects of the project.

2. The degree to which the proposed action affects public health or safety.

As explained throughout Chapter 2, "Alternatives," of the EA, it is a goal of the project to construct a separated, shared-use path designed to meet AASHTO and ADA standards to serve a broad spectrum of users. Signage will be developed and installed at trailheads, connection points, and in other areas where necessary to alert users of possible obstacles or changes in the shared-use path. Final design of the project will include all safety elements determined necessary by the involved agencies. Long-term operation and maintenance of the shared-use path by Douglas County will include monitoring security/safety of the path through routine inspections and coordinating with other agencies (such as LTBMU and Douglas County Sheriff's Department) to provide regular law enforcement presence along the path.

Per Project Design Feature PS&U-1, to minimize effects on emergency vehicle and existing public vehicular access, the project proponent will prepare a traffic control plan (TCP) that will address locations that will involve construction in existing roadway rights-of-way (i.e., Lake Parkway, U.S. 50, 4-H Camp Road, Laura Drive, Kahle Drive, and Elks Point Road). The TCP will be prepared in accordance with professional traffic engineering standards and in compliance with the requirements of the affected agency's encroachment permit requirements (i.e., Douglas County, Oliver Park GID, and NDOT) and will include measures that provide notification to emergency service providers and adequate circulation around construction sites for emergency vehicle and existing public vehicular access.

As explained in Section 3.13, "Human Health and Risk of Upset," (page 3.13-3) of the EA, construction of the South Demonstration Project will involve the short-term use and storage of hazardous materials typical of a roadway or path construction project (e.g., asphalt, fuel, and paint for striping). All materials will be used, stored, and disposed of in accordance with applicable federal, state, and local laws including Nev-OSHA, and Nevada's Hazardous Waste Management Program regulations, as well as manufacturer's instructions. Transportation of hazardous materials on area roadways is regulated by the Nevada Highway Patrol. As noted in Section 2.3 of the EA, Design Feature BMP-12 has been incorporated into the project requires preparation of a site-specific spill prevention plan that addresses hazardous materials use, storage, transport, and disposal and management and containment of hazardous materials in the event of a spill. These protective regulations and measures incorporated into the project are sufficient to minimize risks associated with hazardous materials use.

Also explained in Section 3.13, "Human Health and Risk of Upset," (page 3.13-4) of the EA, the study area contains lands classified as high and moderate fire hazard areas. The Elk Point/Zephyr Heights/Round Hill area was rated as a high hazard area due to inadequate defensible space, close residential structure spacing, a high number of combustible roofs and unenclosed architectural features,
some inadequate address signage, and fire behavior factors. However, LTBMU completed the Round Hill Fuels Reduction Project in 2010, which treated forested areas on NFS land within the Round Hill and Rabe Meadow areas and reduced the risk of fire in the Elk Point/Zephyr Heights/Round Hill area. Creation of the new shared-use path will bring more people to the project area, which could increase sources of ignition (e.g., improperly extinguished cigarettes). However, implementation of Alternative B will include removal/relocation of vegetation including pines, firs, willow stands, and aspens for construction of the shared-use path. (Trees that will be removed are limited to those that are less than 24 inches dbh.) In addition, once construction is complete, Douglas County will oversee maintenance of the shared-use path, such as vegetation clearing, pavement sweeping, and fallen trees removal. Vegetation removal for construction as well as maintenance of the shared-used path will minimize the extent of fire fuels in the immediate shared-use path corridor. Furthermore, areas where the proposed shared-use path will create new disturbance, will widen an existing trail, or otherwise improve an existing trail, could act as a fire break, which will reduce opportunities for fire to spread. The study area is also sufficiently served with fire protection and emergency services by the Tahoe Douglas Fire Protection District (TDFPD) and LTBMU (a cooperating agency within the TDFPD). Thus, the proposed project will not result in an adverse change in the risk of exposure to wildfires in the project vicinity.

3. Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

Alternative B is located within the Lake Tahoe Basin on NFS lands in the Rabe Meadow area and Round Mound area. The project area includes a mix of forest, meadow, riparian-wetland, and aquatic habitat types. A formal wetland delineation of the South Demonstration Project alternative alignments was conducted in July 2010. Potentially jurisdictional waters of the United States were identified, including montane wet meadow and montane riparian scrub wetland in Rabe Meadow, Burke Creek, Edgewood Creek, and the Folsom Spring tributary. A map of wetland locations is provided in Exhibits 3.4-1 and 3.4-2 of the EA.

The final shared-use path will be designed to avoid waters of the United States, including wetlands, to the maximum extent practicable (Design Features BIO-20 and BIO-21). If unavoidable effects on waters of the United States would result, an application for a Clean Water Act (CWA) Section 404 permit would be submitted and a mitigation plan would be developed to ensure no net loss of wetland acreage and function. The project proponent will comply with all conditions of a Section 404 permit. Any disturbed areas within wetland habitats or other waters of the United States will be restored to pre-project conditions following construction, except where permanent structures (e.g., boardwalk and bridge footings) preclude such restoration (Design Feature BIO-21). With implementation of the design features outlined in Chapter 2, “Alternatives,” project implementation will not substantially affect stream environment (SEZ) ones or potential waters of the United States. Additionally, effects to SEZ and potential waters of the United States will be mitigated through the CWA permitting process and enhancing or restoring SEZ habitat as needed.
Best Management Practices (BMPs) will be used to treat runoff and to minimize erosion and the transport of sediment and other pollutants of concern to Lake Tahoe. Pursuant to Section 25.5.A of the TRPA Code of Ordinances, all infiltration facilities will be designed to capture and treat the volume of runoff from a 6-hour storm with a 2-year recurrence probability (or a 20-year/1-hour storm, which is approximately 1 inch of precipitation in an hour). Temporary BMPs will be used to keep sediment on-site when an area is disturbed by construction and during the vegetation establishment period (typically a minimum of 2 years following construction.). Permanent BMPs are used to minimize erosion on residential, commercial, and public service properties when they are not disturbed by active construction. A Temporary and Permanent BMP Plan (including maintenance) will be prepared for the proposed project that identifies who will be responsible for ensuring implementation of BMPs and making the necessary updates/modifications. Temporary and permanent BMPs will be implemented, equal or superior to BMP-1 through BMP-20, as listed in Section 2.3 of the EA.

There are 27 prehistoric and historic-era cultural resources documented within and in the vicinity (0.5 mile) of the project site, five of which are located either directly within or immediately adjacent to at least one of the shared-use path alignments. In addition, Alternative B passes through a portion of the NRHP-eligible Round Hill Pines Resort. Fourteen of the existing buildings have been recommended eligible to the NRHP as contributing elements to a historic district. The LTBMU has determined that there would not be adverse affects to the cultural resources in the area and both the Washoe Tribe and the Nevada State Historic Preservation Officer concur. Design Features CUL-1, CUL-2, CUL-3, and CUL-4, which require monitoring of ground disturbing activities, training of construction personnel, signage at Round Hill Pines Resort, and procedures for the discovery of previously undocumented cultural resources or human remains, will be implemented with Alternative B and will minimize the potential for adverse effects to occur in relation to prehistoric/ethnographic sites as well as the NRHP-eligible Round Hill Pines Resort.

By project design, and by my Decision to require the Best Management Practices and Project Design Features identified in Section 2.3 of the EA (and Attachment B), Alternative B will not significantly impact any of the aforementioned unique characteristics.

4. The degree to which the effects on the quality of the human environment are likely to be highly controversial.

As described above, a public scoping period began on August 21, 2009, and ended on September 21, 2009 (Project Record C-1). Public scoping included a public meeting (with approximately 20 attendees) held from 6:00 to 8:00 p.m. on September 10, 2009 at TRPA's offices in Stateline, Nevada. A scoping summary report was prepared, which summarizes comments received during the public scoping process and includes responses to those comments (Project Record E-1). The report identifies issues associated with the alternatives and was used by the LTBMU and TRPA to determine areas in the EA where additional assessment, information, or clarification would be necessary. LTBMU identified the following significant topics during scoping. These issues were included among the analyzed topics in the EA.
Unwillingness of a private property owner to grant an easement for the proposed action, resulting in a substandard shared-use path section along U.S. 50; Concern about impacts to private property, and Concern over security in the Elks Point neighborhood.

Scoping comments assisted USFS and TRPA in refining the proposed project alternatives, identifying affected persons, refining issues, and fully analyzing the possible environmental effects. The EA presented a full analysis of potential environmental effects of the proposed alternatives, and determined that there will be no adverse environmental effects and that the project will be consistent with applicable planning documents.

Also described above, a public comment period for the South Demonstration Project Draft EA commenced on Thursday, January 13, 2011 and concluded on Monday, February 14, 2011. Three public hearings were held to solicit comments on the Draft EA: the Douglas County Board of County Commissioners meeting on Thursday January 20, 2011, the Tahoe Transportation District Board meeting on January 21, 2011, and the TRPA Public Hearings Officer on February 3, 2011. A total of 16 written comment letters and verbal comments (given at the three public hearings) were received on the Draft EA. All comments are included in the Project Record (Project Record Documents G1-G20). The LTBMU and TRPA prepared formal responses to those comments, which are provided in Attachment C. In addition, minor text edits were made in the Final EA providing clarifying information for SR-2, Scenic Quality Ratings within Roadway Travel Unit 32, are provided in Section 3.6, “Scenic Resources”; edits providing additional information on existing conditions and the potential effects of usage by path users at Nevada Beach and Round Hill Pines Resort are provided in Section 3.7, “Recreation”; and minor edits in response to comments from the Nevada State Historic Preservation Officer (SHPO) are provided in Section 3.8, “Archaeological and Historical Resources.” The comments on the Draft EA did not raise any issues that substantively changed the environmental effects discussion nor the conclusions of the EA such that additional environmental review would be warranted.

I considered all comments received in relation to the analysis presented in the EA, the purpose and need for the Proposed Action, and Forest Plan direction. I find that the project is not highly controversial and issues are adequately addressed in the EA.

5. The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

The actions for construction and operation of Alternative B are similar to other previously approved actions on NFS lands (Bike trail near Camp Richardson) within the Lake Tahoe Basin and the environmental effects of implementing Alternative B are clearly presented throughout Chapter 3, “Affected Environment and Environmental Consequences,” of the EA. Therefore, the environmental effects of implementing Alternative B of the South Demonstration Project are well known. Based on my consideration of the analysis presented in the EA, the comments received on the EA, and the Project Record, I have determined that there will not be significant effects on the human environment which
are highly uncertain or that would involve unique/unknown risks as a result of implementing this decision.

6. The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.

My decision does not establish a precedent for future actions. The South Demonstration Project is a near-term component of the Nevada Stateline-to-Stateline Bikeway that would parallel the east shore of Lake Tahoe and connect the California/Nevada border in the south shore casino core area to the California/Nevada border in Crystal Bay, Nevada. However, all proposed segments (components) of the Stateline-to-Stateline Bikeway would be proposed, analyzed, approved, and implemented as stand-alone projects. I have considered all connected actions (i.e., utilities, construction staging) associated with Alternative B and no additional actions, other than those identified in the EA, are required.

7. Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.

Alternative B, when considered with any past, present, or foreseeable future actions, does not result in cumulatively significant impacts. Cumulative effects are disclosed, by resource, throughout Chapter 3 of the EA.

8. The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places or may cause loss or destruction of significant scientific, cultural, or historical resources.

There are 27 prehistoric and historic-era cultural resources documented within and in the vicinity (0.5 mile) of the project site, five of which are located either directly within or immediately adjacent to at least one of the shared-use path alignments. In addition, Alternative B passes through a portion of the NRHP-eligible Round Hill Pines Resort; fourteen of the existing buildings have been recommended eligible to the NRHP as contributing elements to a historic district. The LTBMU has determined that there would not be adverse affects to the cultural resources in the area and both the Washoe Tribe and the Nevada State Historic Preservation Officer concur. Design Features CUL-1, CUL-2, CUL-3, and CUL-4, which require monitoring of ground disturbing activities, training of construction personnel, signage at Round Hill Pines Resort, and procedures for the discovery of previously undocumented cultural resources or human remains, will be implemented with Alternative B and will minimize the potential for adverse effects to occur in relation to prehistoric/ethnographic sites as well as the NRHP-eligible Round Hill Pines Resort (Section 3.8 of the EA).

9. The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.
No federally listed wildlife or plant species occur within the project area. A federal candidate species, Tahoe yellow cress (Rorippa subumbellata), is known to occur in the project area on Nevada Beach and Edgewood Beach but not in the project footprint nor within 100 feet of the project footprint (i.e., area that will be disturbed by the project).

As presented in Section 3.4 of the EA, Alternative B will not adversely affect threatened or endangered species or their habitats (also the BA/BE, Project Record K-1). Alternative B includes implementation of Best Management Practices (BMPs) to treat runoff and minimize erosion and the transport of sediment and other pollutants of concern to Lake Tahoe, and Project Design Features to provide for the viability of native plant and animals that are associated with the existing ecosystems (see Section 2.3 of the EA). Design Features BIO-1 through BIO-21 are specific features to protect fisheries and wildlife and protect and restore native plant ecosystems. Therefore, the Alternative B of the South Demonstration Project will not result in an adverse effect to endangered or threatened species or their habitat.

10. Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.

I have reviewed the Final EA and the Project Record, and have determined that no Federal, State, or local laws, regulations, or requirements for protection of the environment will be violated with implementation of Alternative B of the South Demonstration Project.

Findings Required by Other Laws and Regulations
As Forest Supervisor for the Lake Tahoe Basin Management Unit, I am required to manage the forest in accordance with applicable laws and regulations. In reviewing the EA, I have concluded that my decision is consistent with the following keys laws, regulations, and requirements (Section 1.11, “Other Laws, Regulations, or Policies,” of the EA):

- National Forest Management Act
- Federal Endangered Species Act
- Section 4(f) of the U.S. Department of Transportation Act
- Section 106 of the National Historic Preservation Act – On June 9, 2011 the LTBMU received a concurrence letter from the NV SHPO (see project record) for this undertaking.
- Clean Water Act
- Section 10 of the Rivers and Harbors Act of 1989
- Clean Air Act
- Indian Trust Assets and Native American Consultation
- Environmental Justice (Executive Order 12898)
- Invasive Species (Executive Order 13112)
- Recreational Fisheries (Executive Order 12962)
• Floodplain Management (Executive Order 11988) and Protection of Wetlands (Executive Order 11990)
• Federal Antidegradation Policy
• Special Area Designations
• Tahoe Regional Planning Agency
  o Regional Plan for the Lake Tahoe Basin
  o Goals and Policies
  o Environmental Threshold Carrying Capacities
  o Lake Tahoe Region Environmental Improvement Program
  o Mobility 2030: Lake Tahoe Regional Transportation Plan
  o Lake Tahoe Regional Bicycle and Pedestrian Master Plan
  o Water Quality Management Plan (208 Plan)
  o Scenic Quality Improvement Program
  o Plan Area Statements
  o Code of Ordinances
• Nevada Division of Environmental Protection
• Nevada Division of Wildlife
• Nevada Division of Forestry
• Douglas County Rules and Regulations

PERMITTING

This decision will also include an LTBMU Special Use Permit (SUP)(for the 2.2 miles that cross NFS lands) and TRPA Project Permit for a Linear Public Facility. The TRPA will take action on the project by the TRPA Executive Director approving or denying the project as presented. The resource sections in Chapter 3, “Affected Environment and Environmental Consequences,” of the EA were prepared in accordance with the TRPA Tahoe Regional Planning Compact, Goals and Policies, Code or Ordinances, and Rules of Procedure, and NEPA and CEQ Regulations implementing NEPA contained in 40 CFR Section 1500.

Other potential permit and/or approvals that may be required for development of the project could include, but are not limited to, the following:

• Douglas County Site Improvement Permit.
• Douglas County Building Permit for the Proposed Restroom at Kahle Drive.
• Encroachment Permits (Oliver Park General Improvement District [Laura Drive/4-H Camp Road], Douglas County [Lake Parkway], and NDOT [U.S. 50 and Elks Point Road]).
• Douglas County Sewer Improvement District (DCSID) Sewer Permit for the proposed restroom at Kahle Drive.
• Federal Emergency Management Agency (FEMA) Letter of Map Amendment (LOMA) for Edgewood Creek.
• Kingsbury General Improvement District (KGISD) water connection for the proposed restroom at Kahle Drive.
• NDEP Construction General Storm Water Permit.

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• NDEP Section 401 Water Quality Certification.
• NDEP National Pollutant Discharge Elimination System (NPDES) Permit.
• USACE Section 404 Regional General Permit No. 16.
• USFWS Section 7 – Endangered Species Act (ESA) consultation.

ADMINISTRATIVE REVIEW OR APPEAL OPPORTUNITY

This decision is subject to administrative review (appeal) pursuant to 36 CFR Part 215. Individuals or organizations who provided comments or otherwise expressed interest in the proposal by the close of the comment period are eligible to appeal this decision pursuant to 36 CFR Part 215 regulations. The notice of appeal must meet the appeal content requirements of 36 CFR 215.14.

The appeal must be filed (regular mail, fax, email, hand-delivery, or express delivery) with the Appeal Deciding Officer at:

Randy Moore, Regional Forester
USDA Forest Service
Pacific Southwest Region
1323 Club Drive
Vallejo, CA 94592
Email: appeals-pacificsouthwest-regional-office@fs.fed.us
Phone: (707) 562-8737
Fax: (707) 562-9091

The office business hours for those submitting hand-delivered appeals are: 7:30 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. Electronic appeals must be submitted in a format such as an email message plain text (.txt), rich text format (.rtf), portable document format (.pdf), or Word (.doc) to the email address listed above. In cases where no identifiable name is attached to an electronic message, a verification of identity will be required. A scanned signature is one way to provide verification.

Appeals, including attachments, must be filed within 45 days from the publication date of this notice in the Tahoe Daily Tribune, the newspaper of record. Attachments received after the 45 day appeal period will not be considered. The publication date in the Tahoe Daily Tribune, newspaper of record, is the exclusive means for calculating the time to file an appeal. Those wishing to appeal this decision should not rely upon dates or timeframe information provided by any other source.
IMPLEMENTATION DATE
If no appeals are filed within the 45-day time period, implementation of the decision may occur on, but not before, five (5) business days from the close of the appeal filing period. When appeals are filed, implementation may occur on, but not before, the 15th business day following the date of the last appeal disposition.

I am not anticipating further site-specific NEPA to implement this project. Construction of the South Demonstration Project is expected to occur in three distinct phases (or segments), beginning as early as summer 2011. Construction of the three phases could, however, occur simultaneously if adequate funding were available. If construction funding becomes available, and the required permitting, final design, and construction bid documents can be completed in a timely manner, then project construction could be completed by the end of the 2011 construction season. Because of the potential timing of funding, it is more likely that construction of some portions of the project would extend into the 2012 and possibly the 2013 construction seasons.

CONTACT
For additional information concerning this decision or the Forest Service appeal process, contact:

Garrett Villanueva
Lake Tahoe Basin Management Unit
35 College Drive
South Lake Tahoe, CA 96150
Phone (530) 543-2600
Fax (530) 543-2693

Nancy Gibson  
Forest Supervisor
Lake Tahoe Basin Management Unit

6/20/2011