

TAHOE TRANSPORTATION DISTRICT (TTD)

BUDGET FINANCE COMMITTEE
Meeting Agenda

Tahoe Center for Environmental Sciences
Sierra Nevada College
291 Country Club Dr., Room 141
Incline Village, NV

June 8, 2012
8:30 a.m.

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through April 30, 2012	Recommend Acceptance	1

TRANSIT OPERATIONS COMMITTEE
Meeting Agenda

Tahoe Center for Environmental Sciences
Sierra Nevada College
291 Country Club Dr., Room 141
Incline Village, NV

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8:30 a.m.

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of BlueGO's Monthly April 2012 Operations Report	Recommend Acceptance	15

TAHOE TRANSPORTATION DISTRICT (TTD)
Meeting Agenda

**Tahoe Center for Environmental Sciences
Sierra Nevada College
291 Country Club Dr., Room 141
Incline Village, NV**

**June 8, 2012
9:30 a.m.**

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Board may combine two or more items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum of TTD
- B. Approval of Agenda for June 8, 2012
- C. Approval of Minutes of May 11, 2012

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. In addition, members of the public shall have the opportunity to directly address the board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

III. BUDGET FINANCE COMMITTEE REPORT

IV. TRANSIT OPERATIONS COMMITTEE REPORT

V. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

VI. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through April 30, 2012	Acceptance	1
B. Review and Acceptance of BlueGO's Monthly April 2012 Operations Report	Acceptance	15
C. Approval of Contract Amendment with Airport Mini Bus for Night Rider Transit Services Agreement for the 2012 Summer Season, and Authorize District Manager to Execute a Contract Amendment in Substantially the Form Presented to the Board	Approval	19

	<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
D.	Approval to Award Long-Term Operations Contract of North Lake Tahoe Airport Express Bus Service and Authorize District Manager to Execute a Contract with Airport Mini-Bus and a Management Agreement between TTD and Truckee North Tahoe Transportation Management Association, in Substantially the Form Presented to the Board, But With Such Further Substantive Revisions as are Required by the District Manager and Approved by TTD Legal Counsel	Approval	31
VII.	TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS		
	<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A.	Update Regarding North Lake Tahoe Water Shuttle Pilot Program, Including Status of Tahoe Regional Planning Agency Temporary Permit; Possible Action to Authorize District Manager to Approve a Contract with the Boat Operator, License Agreements with Dock Owners, and a Management Agreement Between TTD and Truckee North Tahoe Transportation Management Association, in Substantially the Form Presented to the Board, But With Such Further Substantive Revisions as are Required by the District Manager and Approved by TTD Legal Counsel	Approval	55
B.	Workshop Discussion on Long-Term Funding Source Development as Part of the Work Program for Fiscal Year 2013 and Possible Approval of California Assembly Constitutional Amendment 23 Support Letter or Preparation of a Support Resolution	Discussion and Possible Direction	91
C.	Approval of Fiscal Year 2013 Work Program and Budget	Approval	99
D.	Update of Progress, Discussion, and Possible Direction on the Incline Gateway Project, the East Shore Express Project, and America's Most Beautiful Bikeway South Demo Project, and the US 50 South Shore Community Revitalization Project	Discussion and Possible Direction	117
VIII.	DISTRICT MANAGER REPORT		
IX.	BOARD, COMMISSION MEMBER AND STAFF COMMENTS		
X.	LEGAL BRIEFING - CLOSED SESSION		
	CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. <u>MV Transportation, Inc. v. STATA, et al.</u> Case No. 10-CV-0240. 9th Judicial District Court.		
XI.	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.

**TAHOE TRANSPORTATION DISTRICT / COMMISSION
BOARD MEETING MINUTES
May 11, 2012**

TTD/C Board Members in Attendance:

Andrew Strain, Member at Large, Chair
Will Garner, Placer County, Vice Chair
Steve Teshara, SS-TMA
Ron Treabess, TNT-TMA
Brendan Ferry, El Dorado County
Nancy McDermid, Douglas County
Angela Swanson, City of South Lake Tahoe
Patrick Pittenger, Carson City
Heather Manzo, NDOT
Angela Shepard, Caltrans
Mike Gabor, U.S. Forest Service

TTD/C Board Members Absent:

John Breternitz, Washoe County
Alan Tolhurst, APC Appointed Representative
Wanda Batchelor, Washoe Tribe

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Alfred Knotts, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Karen Fink, Tahoe Regional Planning Agency
Judi White, Tahoe Transportation District and Tahoe Regional Planning Agency
Paul Taggart, Esq., Legal Counsel

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 9:30 a.m., at the Embassy Suites, South Lake Tahoe, CA. Roll call was taken and it was determined a quorum was in attendance for the TTD/TTC.

B. Approval of TTD/TTC Agenda of May 11, 2012

The agenda was revised to move Item XI.A. after Item VI. Items XI.G. and XI.H. were continued to a future meeting. Motion/second by Mr. Teshara/Ms. Swanson to approve the revised TTD/TTC agenda for today's meeting. The motion passed unanimously.

- C. Approval of TTD/TTC Meeting Minutes for April 13, 2012
Motion/Second by Mr. Teshara/Ms. Swanson to approve the revised TTD and TTC minutes, as amended by Mr. Teshara. The motion passed.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. BLUEGO EMPLOYEE RECOGNITION

Lori Shafer was presented the Customer Service Award for March. Ted McLelland was presented the Helpful and Flexible Award. Tom Frye was presented the Safety Award for March.

IV. BUDGET FINANCE COMMITTEE REPORT

Mr. Garner reported the Finance Committee reviewed the items and recommended acceptance of Items X.A., X.C., and XI.B. The Committee did not recommend approval of Item XI.F., but did recommend the full Board have a discussion of the Item.

V. TRANSIT OPERATIONS COMMITTEE REPORT

Ms. Swanson reported the Operations Committee did not have a quorum for the meeting. Ms. Swanson noted there were some public comments during their meeting. A driver on the system noted that there continues to be problems with the signage on the buses and having it make sense to the riders. The East Shore Express route will require drivers to commute farther to their route start. Staff will need to bring back information on the five-year plan for Bluego, including looking at facilities, inventory and equipment in order to develop a budget.

VI. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

Mr. Teshara reported members of Advisory Planning Commission were invited to participate at the April Governing Board meeting for the release of the Regional Plan Update package, the EIS, the Regional Transportation Plan and EIR/EIS. Mr. Teshara noted there is the issue of keeping the Regional Transportation Plan on schedule to ensure the plans gets approved on time. He noted the Commission heard a presentation and conducted a public hearing of draft Environmental Impact Statement for the Edgewood Lodge and Golf Course during the May meeting.

VII. TAHOE TRANSPORTATION COMMISSION (TTC) PUBLIC HEARING

A. Conduct Public Hearing on the Draft Regional Transportation Plan and Sustainable Communities Strategy and Associated Environmental Impact Report/Environmental Impact Statement

Mr. Haven reviewed this item and gave a presentation. Mr. Curtis Alling of Ascent Environmental also gave a presentation on the Environmental Review document.

Mr. Teshara wanted to point out that package B includes intercept parking lots and supports Alternative 2, which includes the intercept lots and shuttle to town centers. He feels this concept is not legal, as the Compact prohibits fees being charged to enter or leave the Basin. He also noted Alternative 2 will make bike trails more expensive and difficult to build.

Public Comment:

Peter Eichar, Tahoe Conservancy, asked if SB 375 contains language for consequences for not implementing strategy. Mr. Haven answered that SB 375 has no punitive consequences for not implementing the strategies.

Action Requested: Conduct Public Hearing

VIII. TAHOE TRANSPORTATION COMMISSION (TTC) CONSENT ITEMS

- A. Recommend Approval of the Lake Tahoe Transportation Overall Work Program for Fiscal Year 2012/2013 to the Tahoe Metropolitan Planning Organization Governing Board

Mr. Teshara motioned to approve the consent calendar, Mr. Treabess seconded the motion. The motion passed unanimously.

IX. ADJOURN AS TTC AND RECONVENE AS TTD

X. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

- A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through March 31, 2012
- B. Review and Acceptance of BlueGO's Monthly March 2012 Operations Report
- C. Approval of Task Order, Task Order Amendment, and Contract Amendment Related to Nevada Stateline to Stateline Bikeway Project Construction and State Route 89/Fanny Bridge Community Revitalization Project Planning
- D. Authorize District Manager to Execute an Agreement to Extend the Existing North Lake Tahoe Express Operating Contract Through June 30, 2012

Mr. Teshara motioned to approve the consent calendar, Mr. Garner seconded the motion. The motion passed unanimously.

XI. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Approval to Initiate Public Comment Period for Draft US 50 South Shore Community Revitalization Project Relocation Plan and Recommendation on Solicitation and Establishment of Citizens Review Committee

Mr. Knotts reviewed this item and gave a presentation. Ms. Swanson asked how much time is available to approve the relocation plan. Mr. Knotts explained there is some time in the schedule to allow for review time, however, he would like to release the plan to the public by the end of the month. Chair Strain asked for clarification of what the Plan is intended to do and not do. Mr. Knotts explained the Plan is intended to identify what the potential needs are for this proposed project; outlining the initial findings of the demographics and what the individuals will need; identifying the existing market and the availability of comparable units in the existing market; however, the Plan does not specifically identify what those units are. Mr. Hasty explained this Plan is part of the compliance required by the Uniform Act. Ms. Swanson asked if the plan addresses the firm compliance requirements for relocation. Mr. Knotts affirmed it does contain those requirements. Ms. Swanson asked if the study feedback will include the general feeling of how concerned people are of being relocated. Mr. Hasty explained this plan was more of a survey to gather facts. Ms. McDermid stated there are two key reasons for doing a project like this - environmental gain, have to do something to help improve the transportation and the environment; the other is be able to be competitive with other areas and supply more jobs. She introduced Carl Ribaud, Strategic Marketing Group, who developed an economic impact analysis as requested by City of South Lake Tahoe, Douglas County, Lake Tahoe Visitors Authority, and STAR. Mr. Ribaud gave a presentation regarding his analysis.

Chair Strain requested the public focus their comments on what the relocation plan should or shouldn't do and whether there should be a citizen's review committee to help participate in the relocation planning and the overall Highway 50 project planning.

Public Comment:

Lloyd Breithauer commented that last night, the city council talked about STPUD increasing their rates due to a reduction of homeowners in town thereby reducing their income and having to increase their rates. So if you take out these other properties, it will contribute to that revenue decrease and will cost them a great deal of money. City tax will also be decreased. A group of 54 units in the subject area will be severely impacted. Many employees live in the building and walk to the casinos, and they will be relocated a long ways away, causing a great burden on them. Several other revenues in the area will be decreased by this project.

Shawn Kearney, co-owner of Tahoe Duck Tours, is embarrassed and ashamed by things she had heard by tourists...the town is not welcoming. She thinks the plan of relocating the Highway presents a great opportunity, a chance to reinvent ourselves and put in better infrastructure to benefit the community, our economy, and generations to come. She doesn't think it is wise to rest on our laurels and can't let the ideas of our past continue to dictate where our future is going. She wants a plan that works for everybody. The tourists of tomorrow are not the tourists we saw in the past, their needs are changing and we're slowly being less and less able to meet those needs. We need to focus on this and be thoughtful in the process. This project will hopefully attract responsible developers and provide opportunity for businesses, good low income housing, and a lot of possibilities. We need to stop focusing on how bad this can be and focus on how great this can be and put our energy into making it just that.

Ty Polastri commented he's been involved with the South Shore his entire life and created the Lake Tahoe Bicycle Coalition. Highway 50 needs to be transformed, it connects us, but also separates us and something needs to be done something about it. Looking at the project, he has some concerns and as bicyclist and a marketer, and from understanding this community and the needs this community has, there are two things that need to be done; satisfy the concerns, and the investments of people who are going to be impacted. He thinks the citizen's committee is essential. This is the opportunity we need to transform this community. Tahoe City and Truckee have a nice community, so let's get it done. Integrate the representatives that need to be included and do the hard work that needs to be done to transform this community for generations to come. Thank you.

Clint Purvance, a local physician in town and a commercial land co-owner at the Y, has a vested interest in the community and a vested interest in his kids having an economic ability to stay here, with a future as well. He is very supportive of the Board moving forward, with establishing the community advisory committee, because there are individuals who have different levels of impact in the community with this project and there is a need to cure that and understand that it is incredibly complex. Look at the community enhancement this project will allow and it is important for everyone to look at. This project does have significant impacts that would enhance our economy locally and would bring more tourists here. We want a generation to follow us that can be sustainable. It is our generation and beyond that will be the best stewards of this land and so we have to figure it out as a community. So he is in support of moving forward and looks forward to the public documents coming out. Thank you.

Dominic Acolino, General Manager of Embassy Suites, apologized for the construction in front of the building. He is in full support of putting together a citizen's review board. He commented the Lake is the cornerstone of our community here and although none of us own the

Lake, we in the community are stewards of the Lake and have a fundamental responsibility to balance out taking care of the Lake and environmental issues with the Lake, but that also has to be balanced with the health of the local economy. He encourages and supports the future citizen's board, as well as the community at large, to sit down and take this seriously and find solutions, which aren't going to be easy. We have a great asset and it is going to take a lot of work and sacrifice, but it certainly needs to be done.

Mike McKeen, property owner, commented that he found out about this project by a form letter in November. There is no relocation prospect for him in this community. He has been promised a spot this past week that is just a false promise. He will never sell, he plans to keep the property for his kids, his retirement and his kids' retirement. His dreams are being taken away, he's done everything correct, volunteered and given to the community and here is how he is paid back, he deserves to be made whole. He wrote an article for the Tahoe News and distributed a copy. He explained it basically says no to the Loop Road, that the community as a whole, from Stateline to the Y, disapproves what government has done, disapproves Measure S. He stated there is no demand. He is in favor of the casinos stepping up and doing it, spending their private money. He does not want his tax dollars to go to the casinos. He takes this very personally, as it affects his family, and what he believes in Tahoe. He stated the Board needs to vote no on this project because it is a dead end and is wasting everyone's time.

Corinna Osborne, General Manager of Horizon Casino and a 15-year resident of South Shore, commented she has a vested interest in this community. This project is imperative to our survival, it has environmental benefits. It is time that we as a community as leaders embrace the redevelopment efforts for the state of our future and those of our children and continue to move forward and do what is best for our livelihood So our residents and businesses can build a foundation. Let's keep open mind look at the bigger picture in this US 50 south shore community revitalization project should be the cornerstone to that future. If changes don't get made, it's going to be the same status quo since the last 15 years that she's been here.

Angie Watson asked if this whole area has taken into consideration what the Indian casinos have done to Tahoe. She stated just close the casinos and that a Loop Road and pedestrians is not going to make Tahoe Vail. Figure out how to make people come up here and what is going to entice them. People live on Fern because they walk to work. She stated she worked 40 years to buy her properties and now they are going to be taken out. She doesn't even know what the plans are. And use the vacant land Raleys' has across the street from Fern and leave the apartments alone. She doesn't want to sell and will not have their apartments moved to the Y. The Y doesn't rent like theirs does, she doesn't want that. She likes it the way it is and want to keep it the way it is. She has a lot to lose. Get

on the city and get the airport back. When the airport was here, Tahoe was booming..

Lance DeSilva, General Manager and Head Chef of Naked Fish, distributed a letter from the owner who couldn't be at the meeting. He commented he has worked at Naked Fish since 2000 and has an opportunity to buy into the restaurant and now feels his future is threatened by the Loop Road proposal. He stated the plan is designed to bring more visitors to South Lake Tahoe, increase tax revenue, create more jobs, and increase local profits, unfortunately, everything that is being sacrificed for these benefits are South Lake Tahoe properties, businesses, employees, residences, and homeowners and the people that buy the goods and services to all of them. He believes the Plan presented originally said the redevelopment would go from Ski Run to Kahle Blvd., but that it seems like everything on the California side is being demolished to bring more businesses to Stateline, Nevada area and that Stateline seems to be slated to become the new Main Street for South Lake Tahoe. Tahoe needs to be redefined on the California side and maybe connected to the Stateline corridor. The only upgrade California side is seeing is the Ski Run Redevelopment, which is very moderate, compared to all the developments gone on has been focused around Stateline, Marriott, Crescent V, the attempt at the hole and Chateau and now the Loop Road plan. South Lake Tahoe needs to be further defined, but on the California side and not at the expense of local residents, employees, and business owners.

Kaley Knutsen commented she is trying to develop an entrepreneurial concept on the corner of Highway 50 and Ski Run and has been working with the redevelopment agency to evolve a tourism recreational day-use facility that embodies the Prosperity Plan and the vision this community has. Having spent time in mountain resort towns like Whistler, she stated having the walkability in a mountain resort town is what brings money to the community. She commended everyone for this vision, because it helps her with her small vision. She stated the mantra that embodies the entrepreneurial spirit to the extreme is nothing ventured, nothing gained.

Kurt Carlsen, owner of the Tahoe Bottle Shop on the corner of Highway 50 and Pioneer Trail, stated he is opposed to this project. He stated he has yet to talk with anybody that can really explain how taking businesses, business taxes, potential TOT taxes, and property taxes out of South Lake Tahoe, and the county, sales tax, and state board equalization taxes from state of California and putting it into Nevada's pockets is going to help the City of South Lake Tahoe. He plans on being here for the rest of his life and doesn't plan on having his business or his neighbors' business torn out just to benefit the casinos. Let them do it at their own expense, not at the California taxpayer's expense

B Gorman, Tahoe Chamber, commented she represents 650 businesses. She stated that solutions need to be found and this has been put forward

as a proposal, as a part of a comprehensive community redevelopment economic development idea. The proposal is not perfect, nothing ever is, but everyone has to come together as a community to figure out who we're going to be and what we are going to be. The enemy is not in this room, everyone is on the same team and has to work together as a team. She likes the public review committee and is very concerned about each and every business and how they're going to be impacted. That's her job. She is going to put her trust in a public review committee and her Board is going to put their trust in that committee. She is going to trust that everyone can come together and work to find solutions for every single business and every single tenant, because the whole community has to be fixed, it is all broken not just one piece of it. So she would like encourage this Board to consider the public review committee and also requested to see the return on investment study. She stated there is not adequate data right now to make the kind of decisions people are wanting to make and also wants to see the relocation plan.

Doug Williams asked if there is going to be an economic impact report and will it be true numbers based on the reality of today. He also asked how will the Loop Road affect the lodging properties north of Highway 50, will it be easier access for them or more difficult.

Action Requested: Approval and Recommendation

Mr. Teshara made the motion to approve the establishment of the Citizen's Review Committee with the two week open nomination process, with the following criteria: membership of no more than 15; representation by residential owners, commercial owners, tenants, senior community, minority community, neighborhood associations, environmental groups, business groups; that the people who sign up to be considered have to be able to devote eight hours per month, including physical meeting attendance; and that everybody involved has a commitment to constructive and solution-oriented process to facilitate the best project development and implementation possible. The Board also supports a 30-day comment period for the relocation plan, once it is released to the public. Ms. McDermid seconded the motion. The motion passed unanimously.

Ms. Swanson asked how the Project Development Team and the Citizen's Review Committee will work together. Mr. Knotts suggested that any Project Development Team member could make themselves available to the Citizen's Review Committee.

Mr. Hasty suggested the relocation plan be released Wednesday, May 16 to the Board members for review and comments and then release the plan to the public for public comment. If the comments are substantive, a special meeting will be called.

Mr. Pittenger stated he had to leave the meeting and announced that the Carson City Regional Transportation Commission has appointed a new Carson City representative to the Board, Jim Mallery.

Mr. Pittenger and Ms. McDermid left at 12:03 p.m.

Ms. Swanson left at 12:35.

- B. Authorize an Amendment to the Tahoe Transportation District Transit Sustainable Service Plan to Include the East Shore Express; Authorize District Manager to Execute East Shore Express Agreements with Washoe County and the Washoe County School District; and Approval of a Task Order and Purchase Orders Related to the East Shore Express**
Mr. Hasty reviewed this item.

Mr. Teshara commended staff and team, including legal staff, for pulling this program together.

Ms. Jan Colyer requested information to include in the TNT-TMA's summer collateral.

Action Requested: Approval

Mr. Teshara made the motion to approve authorization of an amendment to the TTD Transit Sustainable Service Plan to include the East Shore Express Service; authorization for the District Manager to execute an agreement with Washoe County to use the older Incline Library parking lot for East Shore Express overflow parking and an agreement with Washoe County School District to use the old and new Incline Elementary School parking lots; and approve a task order for LSC Transportation Consultants and purchase orders for operating the East Shore Express as identified in Table 1 of the staff summary. Mr. Ferry seconded the motion. The motion passed unanimously.

- C. Update Regarding North Lake Tahoe Water Shuttle Pilot Project, Including Progress Towards a Contract for Services Between Tahoe Transportation District and Fineline Industries, Inc. and License Agreements with Individual Property Owners**
Mr. Treabess reviewed this item.

Ms. Jan Colyer requested necessary documents to initiate the banking process.

Action Requested: Informational Only

Chair Strain left at 12:58 p.m.

D. Fiscal Year 2012 Work Program Mid-Year Performance Review and Discussion

Mr. Garner reviewed this item.

Action Requested: Discussion and Acceptance

Mr. Garner, as Chair, noted this was continued from the last meeting and informational and accepted it on behalf of the Board.

E. Discussion and Direction on District's Proposed Work Program and Preliminary Budget for Fiscal Year 2013

Mr. Hasty reviewed this item. Mr. Teshara requested that if Meyer's corridor project receives any grants or resources to continue with the project, the District assists with that project. Mr. Teshara also asked if the District would be handling the property owner outreach for Meeks Bay Bike trail project or if the Tahoe City PUD would be handling. Mr. Knotts confirmed the District would be handling. Ms. Schmitt reviewed the detail of the preliminary budget.

Action Requested: Discussion and Direction

F. Approval of the Creation of a Mobility Manager Contractual Staff Position Subject to Successful Award of 5317 Grant Funds Beginning of Federal Fiscal Year October 1, 2012

Mr. Hasty reviewed this item. After discussion, Mr. Hasty suggested to wait and see if the District is awarded the grant. Staff will then return to the Board for approval of position.

Action Requested: Approval

No action was taken on this item.

G. Discussion and Direction Regarding the Future Role of the Metropolitan Planning Organization and Regional Transportation Planning Agency Designation and Implementation of the Regional Transportation Plan

This item was tabled to a future meeting.

Action Requested: Discussion and Possible Direction

H. Discussion of Long-Term Funding Source Development as Part of the Work Program for Fiscal Year 2013 and Approval of California Assembly Constitutional Amendment 23 Support Letter or Preparation of a Support Resolution

This item was tabled to a future meeting.

Action Requested: Discussion and Possible Direction

XII. DISTRICT MANAGER REPORT

Mr. Hasty had nothing further to report.

XIII. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

No Board, Commission or Staff comments.

XIV. 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.

This item was continued

XV. ADJOURNMENT

The meeting adjourned at 1:35 p.m.

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.)



MEMORANDUM

Date: June 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through April 30, 2012

Action Requested:

It is requested the Board accept the Financial Statement of Operations for July 1, 2011 through April 30, 2012.

Background:

Staff has completed analyzing financial information for the ten months in fiscal year 2012 (Attachments A through D).

Discussion:

General – (Attachment B)

Overall, the District ended with a decrease of \$2,859 for the month of April 2012. The decrease was expected as the District incurred legal fees totaling \$6,467 for the North Lake Tahoe Water Shuttle Pilot Program.

It should be noted that the annual \$20,000 payment from Rental Car Mitigation Fees (RCMF) was processed to the Truckee North Tahoe-Transit Management Association in March, with an additional \$20,000 being processed for the District's Transit Management in June.

Staff has been working to secure contributions to the general fund and believes the District will receive \$35,000 prior to year-end.

The April activity decreased the District's overall cash fund balance for the year to \$77,655, which is approximately \$8,367 more than at the start of the fiscal year.

CIP - (Attachment C)

Federal Lands and Highways (FLH) Half Percent (Grant 100% / Match 0%) expended \$203,628 in April.

The District entered into a sub-recipient agreement with the Tahoe Metropolitan Planning Organization (TMPO) for a Southern Nevada Public Land Management Act (SNPLMA Round 5) grant totaling \$886,384 (Grant 100% / Match 0%). This funding opportunity enables the District to be reimbursed for environmental, preliminary engineering, and final design costs originally programmed in the FLH Half Percent grant for the US 50 project. April costs for the US 50 project totaled \$15,129.

JS/jw

AGENDA ITEM: VI.A.

The District also entered into a sub-recipient agreement with the TMPO for a Federal Highways Scenic Byways grant totaling \$223,000 (Grant 71% / Match 29%). Match will be provided from Nevada Question 1 (Q1) state bond sales agreement that the TMPO has with Washoe County. This funding opportunity enables the District to be reimbursed for preliminary design and environmental costs originally programmed in the FLH Half Percent grant for the North Demo Bikeway project. April costs totaled \$8,375.

The District entered into a sub-recipient agreement with the TMPO for the Nevada Question 1 (Q1) state bond sales agreement. These funds will be used to match the Scenic Byways Grant for the North Demo Bikeway and for expenses incurred on the South Demo construction projects. In April, the North Demo Bikeway incurred matching costs of \$3,317 and the South Demo construction incurred \$0.

NDOT was invoiced \$169,085 for the FTA 5311 ARRA Bus Grant (Grant 100% / Match 0%). The District received the 2012 Glaval Entourage CNG bus in April 2012 and transferred the asset from the CIP fund to Transit's fixed assets. Staff anticipates the grant to be closed out in May.

The District incurred \$137,500 for AVL / Electronic Farebox costs in April that were 100% reimbursed by a FTA 5311 ARRA grant the District has with NDOT. These costs included payment for three GFI Electronic Fareboxes, the hardware and software, spare parts, and ticket media. Staff will transfer the assets from the CIP fund to the Transit fund in May 2012. Avego has completed the "build" phase of the AVL System and is currently in the testing and deployment stages. Staff will include a small amount in FY13's budget, in case the project spills over into July.

The District incurred expenses of \$928 for the Nevada Transit Shelter program during April. NDOT was invoiced \$791 from the FTA 5311 ARRA grant (Grant 100% / Match 0%) and \$137 was recognized from the Douglas County contribution that was deferred for this program.

The District incurred expenses of \$6,330 for the FTA 5309 grant (Grant 80% / Match 20%) in April. FTA reimbursed the District \$5,064. The 20% match includes contributions of \$831 from Prop 1B for the financial software installment, \$422 from the transit fund for preventive maintenance and \$13 from the Classic Car proceeds.

Transit Fund- (Attachment D)

Overall, the District ended with an increase of \$151,881 for the month of April 2012. The increase to the fund balance was expected as the District transferred the 2012 Glaval Entourage CNG bus totaling \$168,628 from the CIP fund Transit's Fixed Assets.

The gain increased Transit's overall fund balance for the year to \$4,755,638, which is approximately \$527,185 more than at the start of the fiscal year.

Staff cautions that \$686,086 of FY12's increase is from the transfer of fixed assets from the governmental fund to the transit fund (Buses, Shelters & Equipment). Operations net gain, excluding depreciation, totals \$111,483.

Balance Sheet

The table below reflects the balances on April 30, 2012 between CIP and General Funds and Transit Fund balance sheet items:

Tahoe Transportation District April 30, 2012

	<u>CIP / General</u>		<u>Transit</u>	
Cash	\$	-	\$	391,300
Accounts Receivable	\$	653,048	\$	946,818
Prepaid Expenses	\$	2,472	\$	-
Inventory	\$	-	\$	-
Fixed Assets net Depreciation*	\$	-	\$	4,409,614
Accounts Payable	\$	517,677	\$	321,759
EE Compensated Absences	\$	-	\$	16,415
Deferred Revenue	\$	60,188	\$	653,919
Beginning Year Fund Balance	\$	69,287	\$	4,228,453

The District has a governmental fund accrued compensated absence balance of \$40,164 and a fixed asset balance, net of depreciation*, of \$962,318 as of April 30, 2012.

* Fixed asset balances, net of depreciation, includes \$3,642,452 in transit funds and \$770,418 in general fund of federalized obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

Fiscal Analysis:

District staff continues its efforts to collect contributions for District operations. Staff is working on a lease agreement with the City of South Lake Tahoe for the two transit centers. Terms are still to be determined, but funding will be provided from the TDA revenue inside the Transit operations budget.

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. April Financials – Revenue and Expenditure Comparisons
- B. April Financials – General Fund
- C. April Financials – Capital Improvement Programs
- D. April Financials – Transit Fund

**District Revenue and Expenditure Comparisons
For the Period Ending April 30, 2012
FY 2012**

ATTACHMENT A

Fund	Actual April	Approved Budget	YTD Actuals	Variance
Capital Improvement Program				
FLH 1/2 Percent Revenues - Rd 1	0	518,386	235,248	283,138
FLH 1/2 Percent Expenditures - Rd 1	0	(518,386)	(235,248)	(283,138)
Net (+ / -)	0	0	0	0
FLH 1/2 Percent Revenues - Rd 2	203,628	2,404,955	1,856,009	548,946
FLH 1/2 Percent Expenditures - Rd 2	(203,628)	(2,404,955)	(1,845,640)	(559,315)
FLH 1/2 Percent Other Funding Source - Rd 2	0	0	(10,369)	10,369
Net (+ / -)	(0)	0	0	(0)
FLH 1/2 Percent Revenues - Rd 3	0	3,639,375	0	3,639,375
FLH 1/2 Percent Expenditures - Rd 3	0	(3,639,375)	0	(3,639,375)
Net (+ / -)	0	0	0	0
SNPLMA - US 50 Revenues	15,129	0	329,845	(329,845)
SNPLMA - US 50 Expenditures	(15,129)	0	(329,845)	329,845
Net (+ / -)	0	0	0	0
FHWA NV - Scenic Byways Revenues	8,375	0	106,105	(106,105)
FHWA NV - Scenic Byways Expenditures	(8,375)	0	(106,105)	106,105
Net (+ / -)	0	0	0	0
Question 1 - Bikeway North Revenues	3,317	0	9,417	(9,417)
Question 1 - Bikeway North Expenditures	(3,317)	0	(9,417)	9,417
Net (+ / -)	0	0	0	0
Question 1 - Bikeway So. Demo Construction Revenues	0	0	2,539	(2,539)
Question 1 - Bikeway So. Demo Construction Expenditures	0	0	(2,539)	2,539
Net (+ / -)	0	0	0	0
Prop 1B - TSSSDRA Revenues	0	0	16,445	(16,445)
Prop 1B - TSSSDRA Expenditures	0	0	0	0
Prop 1B - TSSSDRA Other Funds	0	0	(16,445)	16,445
Net (+ / -)	0	0	0	0
ARRA - AVL / Elec FareBox Revenues	137,500	250,000	197,500	52,500
ARRA - AVL / Elec FareBox Expenditures	(137,500)	(250,000)	(197,500)	(52,500)
Net (+ / -)	0	0	0	0
ARRA - Bus Purchases Revenues	169,085	579,603	564,826	14,777
ARRA - Bus Purchases Expenditures	(457)	(579,603)	(2,411)	(577,192)
ARRA - Bus Purchases Other Funds	(168,628)	0	(562,415)	562,415
Net (+ / -)	0	0	0	0
ARRA - NV Shelters Revenues	928	168,000	20,842	147,158
ARRA - NV Shelters Expenditures	(928)	(168,000)	(20,842)	(147,158)
Net (+ / -)	0	0	0	0
FTA 5309 - CA Shelters/Transit Equip & PM Revenues	6,330	593,750	217,260	376,490
FTA 5309 - CA Shelters/Transit Equip & PM Expenditures	(4,219)	(593,750)	(55,145)	(538,605)
FTA 5309 - CA Shelters/Transit Equip & PM Other Funds	(2,111)	0	(162,115)	162,115
Net (+ / -)	0	0	0	0
FTA 5308 - Buses & Trolley / Placer Cty Bus Revenues	0	1,250,000	0	1,250,000
FTA 5308 - Buses & Trolley / Placer Cty Bus Expenditures	0	(1,250,000)	0	(1,250,000)
Net (+ / -)	0	0	0	0
FTA 5311 - NDOT Elec FareBoxes Revenues	0	420,950	0	420,950
FTA 5311 - NDOT Elec FareBoxes Expenditures	0	(420,950)	0	(420,950)
Net (+ / -)	0	0	0	0

**District Revenue and Expenditure Comparisons
For the Period Ending April 30, 2012
FY 2012**

ATTACHMENT A

Fund	Actual April	Approved Budget	YTD Actuals	Variance
Capital Improvement Program Continued				
FTA 5311 - NDOT Trolley Revenues	0	236,906	0	236,906
FTA 5311 - NDOT Trolley Expenditures	0	(236,906)	0	(236,906)
Net (+ / -)	0	0	0	0
CIP Fund Recap				
CIP Fund Revenues	544,291	10,061,925	3,556,036	6,505,889
CIP Fund Expenditures	(373,552)	(10,061,925)	(2,804,691)	(7,257,234)
CIP Fund Other Fund Sources	(170,739)	0	(751,345)	751,345
Net (+ / -)	0	0	0	(0)
CIP Unrestricted Fund Balance	0			
FY 2012 (+ / -)	0			
Fund Balance @ 4/30/12	0			

General				
USFS SNPLMA Revenues	0	148,153	142,424	5,729
USFS SNPLMA Expenditures	0	(148,153)	(35,160)	(112,993)
USFS SNPLMA Other Fund Source	0	0	(107,264)	107,264
Net (+ / -)	0	0	0	0
CNG Fueling Facility Revenues	11,547	132,765	98,714	34,051
CNG Fueling Facility Expenditures	(6,628)	(132,765)	(90,045)	(42,720)
Net (+ / -)	4,919	0	8,669	(8,669)
Rental Car Mitigation Revenues	1,419	75,000	63,695	11,305
Rental Car Mitigation Expenditures	(10,538)	(73,650)	(30,403)	(43,247)
Net (+ / -)	(9,119)	1,350	33,292	(31,942)
District Operations Revenues	8,912	368,575	109,686	258,889
District Operations Expenditures	(7,571)	(365,673)	(153,649)	(212,024)
District Operations Other Fund Source	0	0	10,369	(10,369)
Net (+ / -)	1,341	2,902	(33,593)	36,495
General Fund Recap				
General Fund Revenues	21,878	724,493	414,519	309,974
General Fund Expenditures	(24,737)	(720,241)	(309,257)	(410,984)
General Fund Other Fund Source	0	0	(96,894)	96,894
Net (+ / -)	(2,859)	4,252	8,367	(4,115)
General Fund Balance	69,287			
FY 2012 (+ / -)	8,367			
Fund Balance @ 4/30/12	77,655			

Transit Operations				
Transit Ops Revenues	470,627	4,488,931	4,013,674	475,257
Transit Ops Expenditures	(489,484)	(4,714,277)	(4,334,728)	(379,549)
Transit Ops Other Funding Sources	170,739	225,346	848,239	(622,893)
Net (+ / -)	151,881	0	527,185	(527,185)
Transit Invested In Capital, Net	4,200,467			
Transit Unrestricted Funds	27,986			
FY 2012 (+ / -)	527,185			
Fund Balance @ 4/30/12	4,755,638			

**TAHOE TRANSPORTATION DISTRICT
GENERAL FUND**

ATTACHMENT B

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR TO DATE AS OF APRIL 30, 2012**

	Actual April	Budget YTD	Actual YTD	Variance
REVENUES				
General Fund Revenues				
USFS - SNPLMA Rd 9		148,153	142,424	5,729
CNG Fuel Sales	11,547	132,765	98,714	34,051
Rental Car Mitigation Revenues	1,419	75,000	63,695	11,305
Contributions		165,000	20,000	145,000
Admin Support	8,912	203,575	89,686	113,889
Total Revenues	21,878	724,493	414,519	309,974
EXPENDITURES				
General Fund Expenditures				
USFS-SNPLMA Expenditures				
Professional Services		148,153	35,160	112,993
Sub Total	0	148,153	35,160	112,993
CNG Expenditures				
Facility Rent	344	7,350	4,166	3,184
Insurance	312	3,848	3,120	728
Permits		350	319	31
Professional Fees		0		0
Utilities	5,972	121,217	82,440	38,777
Sub Total	6,628	132,765	90,045	42,720
Rental Car Mitigation Expenditures				
Professional Legal - No. Shore	10,305	30,000	10,305	19,695
Transit Ops: South Shore		20,000		20,000
Transit Ops: North Shore		20,000	20,000	0
Advertising		1,000		1,000
Travel / Per Diem / Auto	233	2,650	99	2,551
Sub Total	10,538	73,650	30,403	43,247
District Operations				
Salaries and Wages	1,882	41,815	16,792	25,023
Medicare	25	606	235	371
FICA		0	3	-3
DAC Pension Plan	151	3,345	1,339	2,006
Health Insurance	206	3,913	1,720	2,193
Dental Insurance	18	374	150	224
Life Insurance	5	49	54	-5
Vision Care Insurance	3	66	27	39
Worker's Compensation	21	191	74	117
Supplies	457	5,724	5,026	698
Reproduction & Printing		0	670	-670
Professional Legal	-3,838	34,200	2,119	32,081
Training & Per Diem		0	2,522	-2,522
Facility Rent	2,197	26,358	21,970	4,388
Facility Utilities	173	2,081	1,730	351
Auto Misc	500	6,000	5,014	986
Subscriptions & Publications	-152	400	420	-20
Postage		225	220	5
Dues		1,500		1,500
Professional Services	5,923	137,376	59,230	78,146
Auditing		5,450	3,466	1,984
Equipment		0	10,369	-10,369
Legislative Outreach		66,000	20,500	45,500
Financing Fees (Interest)		30,000		30,000
Sub Total	7,571	365,673	153,649	212,024
Total Expenditures	24,737	720,241	309,257	410,984

**TAHOE TRANSPORTATION DISTRICT
GENERAL FUND**

ATTACHMENT B

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR TO DATE AS OF APRIL 30, 2012**

	Actual April	Budget YTD	Actual YTD	Variance
Excess of Revenues over Expenditures	-2,859	4,252	105,262	
Other Funding Sources (Uses)				
USFS SNPLMA				
Transit Ops Rte 30		0	-107,264	107,264
District Operations				
Capital Outlay - Computer Equipment		0	10,369	-10,369
Total Other Funding Sources (Uses)	<u>0</u>	<u>0</u>	<u>-96,894</u>	<u>96,894</u>
Net Change in Fund Balance	-2,859	4,252	8,367	
Revenue Total	21,878	724,493	414,519	
Expenditure Total	-24,737	-720,241	-309,257	
Other Funding Sources Total	0	0	-96,894	
Net + / (Loss)	<u>-2,859</u>	<u>4,252</u>	<u>8,367</u>	

Fund Balance - General Fund	69,287
FY 2012 (+ / -)	8,367
Fund Balance @ 4/30/12	77,655

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT C

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
REVENUES				
Capital Improvement Program Fund Revenues				
FLH 1/2 Percent Rd 1		518,386	235,248	283,138
FLH 1/2 Percent Rd 2	203,628	2,404,955	1,856,009	548,946
FLH 1/2 Percent Rd 3		3,639,375		3,639,375
SNPLMA - US 50	15,129	0	329,845	-329,845
FHWA NV - Scenic Byways	8,375	0	106,105	-106,105
Question 1 (Bikeway - North)	3,317	0	9,417	-9,417
Question 1 (Bikeway - So Demo Construction)		0	2,539	-2,539
Prop 1B - TSSSDRA (Security Cameras)		0	16,445	-16,445
ARRA - AVL/Electronic Fareboxes	137,500	250,000	197,500	52,500
ARRA - Bus Purchases	169,085	579,603	564,826	14,777
ARRA - NV Shelters	791	160,000	20,133	139,867
ARRA - NV Shelters Match - Douglas Cty	137	8,000	710	7,290
FTA - 5309 CA Shelters / Transit Equip & PM	5,064	475,000	173,807	301,193
FTA - 5309 CA Shelters Match - CalTrans	13	18,000	1,345	16,655
FTA - 5309 CA Shelters / Transit Equip Match - Prop 1B	831	78,113	31,004	47,109
FTA - 5309 Transit PM Match - Transit	422	22,637	11,104	11,533
FTA - 5308 Bus & Trolley / Placer Bus Purchase		1,000,000		1,000,000
FTA - 5308 Bus & Trolley / Bus Match - Placer Cty		31,250		31,250
FTA - 5308 Bus & Trolley / Bus Match Prop 1B		218,750		218,750
FTA - 5311 NDOT - Elec Fareboxes		336,760		336,760
FTA - 5311 Elec Farebox Match- Prop 1B		84,190		84,190
FTA - 5311 NDOT - Trolley		189,525		189,525
FTA - 5311 Trolley Match - Prop 1B		47,381		47,381
Total Revenues	544,291	10,061,925	3,556,036	6,505,889
EXPENDITURES				
Capital Improvement Program Fund Expenditures				
FLH 1/2 Percent Expenditures - Rd 1				
FLH Capital Projects		275,000	51,392	223,608
FLH Planning & Environmental Doc		218,974	124,706	94,268
Salaries and Wages		14,418	37,825	-23,407
Medicare		198	528	-330
Fica		229	350	-121
DAC Pension Plan		924	2,547	-1,623
Health Insurance		2,450	5,883	-3,433
Dental Insurance		240	541	-301
Life Insurance		27	167	-140
Vision Care Insurance		41	93	-52
Worker's Compensation		72	135	-63
Admin Support		5,813	11,080	-5,267
Sub Total	0	518,386	235,248	283,138

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT C

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
FLH 1/2 Percent Expenditures - Rd 2				
FLH Capital Projects	108,639	500,000	979,406	-479,406
FLH Planning & Environmental Doc	55,969	1,734,275	566,183	1,168,092
Salaries and Wages	27,004	105,731	206,249	-100,518
Medicare	370	1,533	2,822	-1,289
Fica		229	0	229
DAC Pension Plan	2,160	8,230	16,500	-8,270
Health Insurance	3,028	12,248	24,286	-12,038
Dental Insurance	278	1,198	2,227	-1,029
Life Insurance	86	138	689	-551
Vision Care Insurance	48	203	383	-180
Worker's Compensation	296	528	1,077	-549
Admin Support	5,750	40,642	45,817	-5,175
Sub Total	203,628	2,404,955	1,845,640	559,315
FLH 1/2 Percent Expenditures - Rd 3				
FLH Capital Projects		2,024,400		2,024,400
FLH Planning & Environmental Doc		1,405,998		1,405,998
Salaries and Wages		129,761		129,761
Medicare		1,882		1,882
DAC Pension Plan		10,381		10,381
Health Insurance		14,698		14,698
Dental Insurance		1,438		1,438
Life Insurance		165		165
Vision Care Insurance		243		243
Worker's Compensation		648		648
Admin Support		49,761		49,761
Sub Total	0	3,639,375	0	3,639,375
SNPLMA - US 50				
Contracts	15,129	0	329,845	-329,845
Sub Total	15,129	0	329,845	-329,845
FHWA NV - Scenic Byways				
Contracts	8,375	0	106,105	-106,105
Sub Total	8,375	0	106,105	-106,105
Question 1 (Bikeway - North)				
Contracts	3,317	0	9,417	-9,417
Sub Total	3,317	0	9,417	-9,417
Question 1 (Bikeway - So Demo Construction)				
Prof Services - Legal		0	2,539	-2,539
Sub Total	0	0	2,539	-2,539
Prop 1B - TSSSDRA (Security Cameras)				
Equipment Under \$5,000		0	16,445	-16,445
Reimbursed Equipment		0	-16,445	16,445
Sub Total	0	0	0	0
ARRA - AVL / Elec. FareBoxes				
Equipment over \$5,000	137,500	250,000	197,500	52,500
Sub Total	137,500	250,000	197,500	52,500

TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM

ATTACHMENT C

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
ARRA - Bus Purchase				
Equipment over \$5,000	168,628	552,203	562,415	-10,212
Reimb. Buses	-168,628	0	-562,415	562,415
Professional Services		24,694		24,694
License & Permits	6	1,000	24	976
Salaries and Wages	348	1,078	1,765	-687
Medicare	5	16	26	-10
DAC Pension Plan	28	86	141	-55
Health Insurance		101	45	56
Dental Insurance		10	6	4
Life Insurance		2	2	0
Vision Care Insurance		2	1	1
Worker's Compensation	4	5	19	-14
Admin Support	66	406	383	23
Sub Total	457	579,603	2,411	577,192
ARRA - NV Shelters				
Contract Services		48,000	13,140	34,860
Printing & Reproduction		0	40	-40
Professional - Legal		0	1,388	-1,388
Professional Services		0	400	-400
Legal Notices		0	968	-968
CIP over \$5,000		120,000		120,000
Salaries and Wages	688	0	3,442	-3,442
Medicare	10	0	47	-47
DAC Pension Plan	55	0	275	-275
Health Insurance	27	0	361	-361
Dental Insurance	3	0	32	-32
Life Insurance	1	0	10	-10
Vision Care Insurance	0	0	5	-5
Worker's Compensation	8	0	24	-24
Admin Support	137	0	710	-710
Sub Total	928	168,000	20,842	147,158
FTA 5309 - CA Shelters / Transit Equip & PM				
Contract Services		48,000	20,063	27,938
CIP over \$5,000		188,750	73,301	115,449
Reimb Shelters		0	-75,890	75,890
Reproduction & Printing		0	270	-270
Legal Ads		0	355	-355
Preventive Maintenance	2,111	113,193	54,889	58,304
Reimb PM	-2,111		-54,889	54,889
Equipment	4,156	226,651	61,033	165,618
Reimb Equip			-31,336	31,336
Professional Services		0		0
Professional - Legal		0	75	-75
Salaries and Wages	49	10,591	4,778	5,813
Medicare	1	154	64	90
Fica		0	3	-3
DAC Pension Plan	4	847	378	469
Health Insurance		1,273	780	493
Dental Insurance		123	68	55
Life Insurance		13	23	-10
Vision Care Insurance		20	12	8
Worker's Compensation	1	50	14	36
Admin Support	9	4,085	1,155	2,930
Sub Total	4,219	593,750	55,145	538,605

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT C

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
FTA - 5308 Bus & Trolley / Placer Bus Purchase				
Equip over \$5,000		156,250		156,250
CIP over \$5,000		1,093,750		1,093,750
Sub Total	0	1,250,000	0	1,250,000
FTA - 5311 NDOT - Elec Fareboxes				
Equip over \$5,000		420,950		420,950
Sub Total	0	420,950	0	420,950
FTA - 5311 NDOT - Trolley				
License & Permits		250		250
Professional Services		3,656		3,656
Equip over \$5,000		233,000		233,000
Sub Total	0	236,906	0	236,906
Total Expenditures	373,552	10,061,925	2,804,691	7,257,234
Excess of Revenues over Expenditures	170,739	0	751,345	
Other Funding Sources (Uses)				
FLH 1/2 Percent Expenditures - Rd 2				
Capital Outlay - Computer Equipment		0	-10,369	10,369
Prop 1B TSSSDRA				
Capital Outlay - Equipment		0	-16,445	16,445
ARRA 5311 - Bus Purchases				
Capital Outlay - Equipment	-168,628	0	-562,415	562,415
FTA 5309 - CA Shelters / Transit Equip & PM				
Capital Outlay - CA Shelters			-75,890	75,890
Capital Outlay - Equipment			-31,336	31,336
Preventative Maint Outlay	-2,111		-54,889	54,889
Total Other Funding Sources (Uses)	-170,739	0	-751,345	751,345
Net Change In Fund Balance	0	0	0	
Revenue Total	544,291	10,061,925	3,556,036	
Expenditure Total	-373,552	-10,061,925	-2,804,691	
Other Funding Sources Total	-170,739	0	-751,345	
Net + / (Loss)	0	0	0	

Unrestricted Funds - CIP	0
FY 2012 (+ / -)	0
Fund Balance @ 4/30/12	0

TAHOE TRANSPORTATION DISTRICT
TRANSIT FUND

ATTACHMENT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO FUND BALANCES

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
REVENUES				
Transit Operations Revenues				
Private Contributions	99,199	1,406,546	914,074	492,472
Local Governments	4,167	87,552	58,427	29,125
TDA Funds	101,764	955,982	1,078,639	-122,657
Farebox Revenue	44,888	545,819	507,988	37,831
FTA 5311 NDOT	105,224	1,200,040	1,023,932	176,108
FTA 5311 CalTrans		92,992	92,992	0
FTA 5311 CMAQ		200,000	200,000	0
RTAP CalTrans/NDOT	1,158	0	2,569	-2,569
Insurance Claim	114,227	0	135,052	-135,052
Total Revenues	470,627	4,488,931	4,013,674	475,257
EXPENDITURES				
Transit Operations Expenditures				
Contract Services	229,673	2,902,633	2,485,988	416,645
Vehicle Fuel	42,703	785,000	480,867	304,133
Insurance	11,985	170,000	244,559	-74,559
Repairs & Maintenance	123,389	113,193	250,370	-137,177
Facility Utilities	2,757	52,260	30,110	22,150
Professional Services	4,645	46,000	22,337	23,663
Facility Rent	4,160	43,200	37,760	5,440
Reproduction & Printing	360	31,000	11,910	19,090
Telephone	1,393	30,000	17,684	12,316
Grant Match - FTA 5309 PM	422	25,001	11,104	13,897
Professional Legal	4,326	18,000	44,871	-26,871
Audit Services		14,900	6,968	7,932
Training & Travel		10,630	5,017	5,613
Advertising		7,500		7,500
Vehicle Fuel Tax		1,591	1,152	439
Legal Notices		1,500		1,500
Subscriptions & Publications		1,638	1,459	179
License & Permits		225	1,359	-1,134
Bank Fees	110	3,000	4,737	-1,737
Financing Fees (Interest)	35	25,000	256	24,744
Equipment under \$5,000		0	44,745	-44,745
Depreciation	45,013	0	432,537	-432,537
Salaries and Wages	12,609	260,196	140,490	119,706
Medicare	204	3,771	1,896	1,875
Social Security		11,625	2,098	9,527
DAC Pension Plan	1,129	9,190	7,860	1,330
Health Insurance	1,245	37,531	12,878	24,653
Dental Insurance	145	4,089	1,485	2,604
Life/STD Insurance	51	433	514	-81
Vision Care Insurance	26	671	265	406
Worker's Compensation	155	1,632	910	722
Admin Support	2,950	102,868	30,541	72,327
Total Expenditures	489,484	4,714,277	4,334,728	379,549
Excess of Revenues over Expenditures	-18,858	-225,346	-321,054	
Other Funding Sources (Uses)				
Transfers		112,153	107,264	4,889
Preventative Maint Outlay	2,111	113,193	54,889	58,304
Capital Outlay	168,628	0	686,086	-686,086
Total Other Funding Sources	170,739	225,346	848,239	-622,893
Net Change in Fund Balance	151,881	0	527,185	

TAHOE TRANSPORTATION DISTRICT
TRANSIT FUND

ATTACHMENT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO FUND BALANCES

YEAR TO DATE AS OF APRIL 30, 2012

	Actual April	Budget YTD	Actual YTD	Variance
Revenue Total	470,627	4,488,931	4,013,674	
Expenditure Total	-489,484	-4,714,277	-4,334,728	
Other Funding Sources	170,739	225,346	848,239	
Net + / (Loss)	<u>151,881</u>	<u>0</u>	<u>527,185</u>	

Invested In Capital, Net	4,200,467
Unrestricted Funds - Transit	27,986
FY 2012 (+ / -)	<u>527,185</u>
Fund Balance @ 4/30/12	<u>4,755,638</u>



MEMORANDUM

Date: June 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of BlueGO's Monthly April 2012 Operations Report

Action Requested:

It is requested the Board review and accept BlueGO's monthly operations report for April 2012.

Background:

To inform the Board of the performance of the BlueGO transit system, Staff will submit a monthly summary of key operational information.

Discussion:

Keolis reports that while April is the beginning of the shoulder season, they have been busy gearing up for the summer season. The Red Trolleys were taken out of storage and put back on the active fleet list and ready to begin service on May 26. Maintenance staff worked on the buses to be used for the new East Shore Express, beginning the luggage-rack modifications and ensuring that all systems are fully operational. Thirty-one preventative maintenance inspections (PMI's) were completed. Three additional Nevada-based drivers were hired.

Keolis hosted an End of the Season Bowling Party to thank their employees for a great winter season. Employees enjoyed several reserved bowling lanes, pizza, and cash and prize giveaways. The event was regarded by many as the best company party to date.

The Transit Advisory Committee met on May 30 and discussed further the topic of late cancellations, no-shows and excessive on-call cancellations. Other topics discussed included ensuring that all drivers consistently call out time points per ADA regulations and accommodating more bicycles.

Safety training in April included a refresher course on mobility device securement and accident prevention using the 300:29:1 safety philosophy, as a reminder to employees that every one major accident is accompanied by 29 near-misses and the result of 300 minor, unsafe practices. Being mindful of the small risks and unsafe behaviors can greatly reduce accidents. Role play and hands-on practice for understanding how to use a Materials Safety Data Sheet binder was also conducted, as well as training to familiarize employees with the new Special-Needs ID cards.

Alex Ziburtovicz is April's customer service award recipient and many calls regarding his consideration for his passengers and their well-being have been received by Keolis. Anita Smith

is April's safety award winner for always demonstrating safe practices on the road and in the yard.

The April operation was completely accident and injury free. There were seven road calls in April, only one of which resulted in more than a ten-minute delay in service. Supervisors conducted 286 random route time checks, 123 radar speed-checks, five on-the-road driver evaluations, and 55 gate checks.

There were two driver-related complaints in April: one of a driver executing an illegal left turn and the other of a driver cutting off another vehicle. Only one incident was determined to warrant re-training.

Fixed-route ridership was essentially unchanged from last year, slightly up by 0.24%. Revenue was down \$16,206 compared with April 2011. Of that difference, \$9,635 is attributable to a reconciliation billing from El Dorado County Social Services deposited April 2011 and the remaining difference is primarily due to weaker pass sales in April 2012. Actual cash fares collected by Keolis drivers totaled \$39,645 in April 2012, compared with \$39,409 in April 2011. The ski season was a bit shorter in 2012 than in 2011 and ridership on the seasonal routes was 38% lower April 2012 than the prior year.

Avego Update:

The User Acceptance Test phase of the project has been completed and system-wide implementation should be completed by the end of July.

Farebox Update:

Five additional fareboxes were ordered on May 29. When delivered and installed, there will be 13 buses equipped with the technology, four units short of the number necessary for full-system implementation. A training program has been implemented to familiarize drivers with the use of the new fareboxes.

Bus Advertising:

Additional discussion regarding advertising policy has been deferred until the July meeting.

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. BlueGO statistical data for April 2012

Tahoe Transportation District
Ridership, VSH & VSM by Route
For the Month April 2012

Route	Current Year						FY 10/11						Year-over-Year Change						Year-over-Year % Change						
	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	
Winter	10	1,298	176	20	1,505	128	0	1,517	223	7	1,782	255	\$ -	-219	-47	13	-277	-127	0	-14%	-21%	177%	-16%	-50%	0%
	11	6,602	396	42	3,799	300	0	12,277	646	19	5,939	399	\$ -	-5,675	-250	22	-2,140	-99	0	-46%	-62%	114%	-36%	-25%	0%
	12	1,389	153	10	900	109	0	1,613	254	8	2,088	139	\$ -	-224	-101	2	-1,188	-30	0	-14%	-40%	25%	-57%	-22%	0%
	13	1,156	151	13	1,437	146	0	2,034	276	8	2,280	139	\$ -	-878	-126	5	-843	7	0	-43%	-45%	61%	-37%	5%	0%
	14	1,680	93	14	777	215	0	2,597	213	6	1,278	175	\$ -	-917	-120	8	-501	40	0	-35%	-56%	139%	-39%	23%	0%
	15	4,577	343	30	3,994	390	0	5,615	611	17	6,324	572	\$ -	-1,038	-268	13	-2,330	-182	0	-18%	-44%	78%	-37%	-32%	0%
	16							1,301	138	8	825	145	\$ -	-1,301	-138	-8	-825	-145	0	-100%	-100%	-100%	-100%	-100%	0%
	17																								
Winter Subtotal		16,702	1,312	128	12,412	1,288	0	26,954	2,362	73	20,516	1,824	\$ -	-10,252	-1,050	55	-8,104	-536	0	-38%	-44%	75%	-40%	-29%	0%
Fixed	19X	427	229	51	4,746	1,365	552	1,850	370	193	8,244	8,610	\$ 3,264	427	229	51	4,746	1,365	552	100%	100%	100%	100%	100%	100%
	20X	1,641	314	92	7,344	1,632	2,121	1,681	462	60	13,375	1,380	\$ 2,966	-209	-55	-101	-900	-6,978	-1,144	-11%	-15%	-52%	-11%	-81%	-35%
	21X	1,578	352	86	9,918	1,368	2,039	4,375	520	17	7,064	360	\$ 7,720	-103	-110	26	-3,457	-12	-927	-6%	-24%	43%	-26%	-1%	-31%
	23	5,641	524	28	7,104	438	7,290	4,375	520	17	7,064	360	\$ 7,720	1,266	4	11	40	78	-430	29%	1%	66%	1%	22%	-6%
	24	206	18	15	550	495	266	303	15	18	495	550	\$ 535	-97	4	-4	55	-55	-268	-32%	25%	-20%	11%	-10%	-50%
	30																								
	50	13,426	540	3	6,048	60	17,351	14,265	540	3	6,048	60	\$ 25,171	-839	0	0	0	0	-7,820	-6%	0%	0%	0%	0%	-31%
	53	11,707	540	4	8,316	390	15,130	12,070	540	4	8,316	390	\$ 21,298	-363	0	0	0	0	-6,169	-3%	0%	0%	0%	0%	-29%
Fixed Subtotal		34,626	2,517	278	44,026	5,748	44,749	34,544	2,446	294	43,542	11,350	\$ 60,955	82	71	-17	484	-5,602	-16,206	0%	3%	-6%	1%	-49%	-27%
OnCall		1,502	602	114	7,918	400	1,941	2,440	811	111	11,721	911	4,306	-938	-208	3	-3,803	-511	-2,364	-38%	-26%	3%	-32%	-56%	-55%
Total		52,830	4,432	520	64,356	7,436	46,691	63,938	5,620	479	75,779	14,085	65,261	-11,108	-1,187	41	-11,423	-6,649	-18,570	-17%	-21%	9%	-15%	-47%	-28%

Non-Seasonal Riders 36,128
Farebox Revenue \$ 46,691

Route	Weekday		Saturday		Sunday		Route	Prior Month						Month-over-Month Change						Month-over-Month % Change					
	VSH	NSH	VSH	NSH	VSH	NSH		Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox
10	124	17	22	1	30	2	10	4,802	367	43	3,395	239	0	-3,504	-191	-23	-1,890	-111	0	-73%	-52%	-53%	-56%	-46%	0%
11	245	27	63	7	88	8	11	32,073	1,046	116	10,195	922	0	-25,471	-650	-75	-6,396	-622	0	-79%	-62%	-64%	-63%	-67%	0%
12	101	7	21	1	32	2	12	4,262	315	23	2,034	221	0	-2,873	-162	-13	-1,134	-112	0	-67%	-51%	-58%	-56%	-51%	0%
13	100	9	20	2	31	2	13	4,252	313	29	2,905	328	0	-3,096	-162	-17	-1,468	-182	0	-73%	-52%	-57%	-51%	-55%	0%
14	48	8	18	2	27	4	14	9,043	372	55	3,122	727	0	-7,363	-278	-41	-2,345	-512	0	-81%	-75%	-75%	-75%	-70%	0%
15	212	17	54	5	77	8	15	13,938	702	65	8,304	805	0	-9,361	-359	-36	-4,310	-415	0	-67%	-51%	-54%	-52%	-52%	0%
17							17						0	0	0	0	0	0	0	0%	0%	0%	0%	0%	0%
19X	229	51						68,370	3,115	333	29,955	3,242	0	-51,668	-1,803	-204	-17,543	-1,954	0	-76%	-58%	-61%	-59%	-60%	0%
20X	220	64	42	13	52	15																			
21X	265	63	39	10	49	13	19X	435	240	53	4,972	1,430	561	-8	-11	-2	-226	-65	-9	-2%	-5%	-5%	-5%	-5%	-2%
23	365	17	73	6	86	5	20X	1,764	318	89	7,440	1,400	2,276	-123	-4	3	-96	232	-155	-7%	-1%	3%	-1%	17%	-7%
24	18	15					21X	1,723	365	89	10,278	1,410	2,223	-145	-13	-3	-360	-42	-184	-8%	-3%	-3%	-4%	-3%	-8%
30							23	7,801	542	17	7,297	372	10,066	-2,160	-18	11	-193	66	-2,775	-28%	-3%	61%	-3%	18%	-28%
50	378	2	72	0	90	1	24	472	37	29	1,100	990	609	-266	-18	-15	-550	-495	-343	-56%	-50%	-50%	-50%	-50%	-56%
53	378	3	72	0	90	1	30																		
OnCall	482	87	56	16	64	11	50	15,787	558	3	6,250	62	20,370	-2,361	-18	0	-202	-2	-3,019	-15%	-3%	-3%	-3%	-3%	-15%
Totals	3,164	385	552	65	715	71	53	12,285	558	4	8,593	403	15,851	-578	-18	0	-277	-13	-722	-5%	-3%	-3%	-3%	-3%	-5%
							OnCall	40,267	2,617	284	45,930	6,067	51,957	-5,641	-100	-7	-1,904	-319	-7,208	-14%	-4%	-2%	-4%	-5%	-14%
							Totals	1,615	620	142	8,258	396	2,084	-113	-17	-28	-340	4	-143	-7%	-3%	-20%	-4%	1%	-7%
								110,252	6,352	759	84,143	9,705	54,049	-57,422	-1,920	-239	-19,787	-2,269	-7,350	-52%	-30%	-32%	-24%	-23%	-14%

MEMORANDUM

Date: June 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Contract Amendment with Airport Mini Bus for Night Rider Transit Services Agreement for the 2012 Summer Season, and Authorize District Manager to Execute a Contract Amendment in Substantially the Form Presented to the Board

Action Requested:

It is requested that the Board authorize the District Manager to execute the attached contract amendment to the Airport Mini Bus agreement for Night Rider Service for Summer 2012 Night Service on North Shore (Attachment A).

Background:

The TTD entered into an agreement with Airport Mini Bus to operate a service known as the Night Rider on the north shore of Lake Tahoe (Attachment B). The service is managed by the Truckee/North Tahoe Transit Management Association and funded with Placer County TOT funds through the North Lake Tahoe Resort Association (NLTRA). The Night Rider is a free to the public fixed route shuttle service that operates after Tahoe Area Regional Transit (TART) ends service each night. The service is planned to operate June 28 through September 30, 2012.

Discussion:

The current agreement is for winter 2011/12 Night Rider service. The recommended amendment extends the agreement into the summer of 2012 and is attached. It is the intent of Staff to work with north shore partners to develop a new multi-year contract and Request for Proposal for Night Rider services starting in the winter of 2012/13.

Fiscal Analysis:

There is some budget impact to the District for this service in terms of Staff time and legal service costs. The District does not fund the transit service. The revenue for the service is provided by NLTRA contributions. Insurance, indemnification, and other liability protection will be provided for the District by the contractor.

Work Program Analysis:

This project falls under the work element for liaison with other transit provider services and is not expected to require a significant amount of District staff time. The TNT-TMA is staffed for this role, has been the project manager, and District staff is confident in the TNT-TMA's ability and partner oversight.

CH/jw

AGENDA ITEM: VI.C.

Additional Information:

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

Attachments:

- A. Contract Amendment
- B. Contract Agreement for North Shore Peak Winter Season Transit Services aka The Night Rider

Tahoe Transportation District Contract Amendment

Contract : Airport Mini Bus

Project Title: North Shore Peak Winter Season Transit Services aka The Night Rider

Description: Amendment of the service contract to extend service through September 30, 2012

This Contract Amendment is entered into by and between the Tahoe Transportation District, hereinafter referred to as "DISTRICT", and Airport Mini Bus, hereinafter referred to as "Airport Mini Bus", this ____ day of _____, 2012, and affects **SECTION 1, "SERVICE"; SECTION 3, "COST OF PROVIDING SERVICE"; and SECTION 7, "TERM"**; of the original contract dated October 27, 2011. The contract is hereby amended as follows:

1. SERVICE: Airport Mini Bus agrees to provide the service as specifically described in the attached service schedule; plus all Tahoe Area Regional Transit bus stops. It is understood that the schedule may be altered by the addition or deletion of stops or temporarily suspended in consideration of inclement weather and/or highway travel restrictions. Airport Mini Bus agrees to advise the TNT/TMA or the NLTRA if service is suspended due to inclement weather or mechanical failure. Airport Mini Bus agrees to consult with and obtain consent from the TNT/TMA prior to any permanent alteration of the schedule, including any alteration of stops along the way. Payment will not be rendered for service not rendered.

3. COST OF PROVIDING SERVICE: The maximum cost charged by Airport Mini Bus for providing the service as described in this agreement is set forth below:

Bus #1: Squaw Valley- Hyatt, Incline	\$29,920
Bus #2: Squaw Valley- Hyatt, Incline	\$29,920
Bus #3: Tahoe City – Tahoma	\$29,920
Bus #4: Northstar – Crystal Bay	\$29,920

These costs cannot be changed during the term of this Agreement, except as may be agreed to, in writing, by the parties, in consultation with the TNT/TMA and NLTRA. The TNT/TMA will provide administration, marketing/public outreach and signage to be funded by the NLTRA directly to the TNT/TMA.

7. TERM and SCHEDULE: The term of this Agreement shall be consistent with the identified period of operations in the service schedule and is hereby modified through September 30, 2012.

Except as modified by this Amendment, all other sections of the contract, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment, the day and year first written above

TAHOE TRANSPORTATION DISTRICT

AIRPORT MINI BUS

By: _____
Andrew Strain, Chairman
Tahoe Transportation District

By: _____
Chip Bell, President

Date: _____

Date: _____

**Tahoe Transportation District – Airport Mini Bus Contract Amendment
for Summer 2012
Service Schedule – June 28, 2012 through September 30, 2012 ⁽¹⁾**

- Bus 1: Hourly Service between Squaw Valley and Hyatt, Incline Village beginning at 7:05 P.M. and ending at midnight.**
- Bus 2: Hourly Service between Squaw Valley and Hyatt, Incline Village beginning at 7:05 P.M. and ending at midnight.**
- Bus 3: Hourly Service between Tahoe City and Tahoma beginning at 6:30 P.M. and ending at 12:30 A.M.**
- Bus 4: Hourly Service between Northstar and Crystal Bay beginning at 6 P.M. and ending at midnight.**

(1) Schedule represents maximum schedule with 22 vehicle revenue service hours per night.

Contract **AGREEMENT** for North Shore Peak Winter Season Transit Services
aka The Night Rider

THIS AGREEMENT is made and entered into this 27th day of October, 2011 for transit service beginning December 15, and ending Sunday, April 8, 2012, by and between the TAHOE TRANSPORTATION DISTRICT (hereinafter, the District), of 128 Market Street, Stateline, NV 89449, and Airport Mini Bus, of 100 Sunshine Lane, Reno, NV 89502. Collectively, the District and Airport Mini Bus are referred to herein as the Parties.

RECITALS

1. The District is a special purpose district, established in Article IX of Public Law 96-551, the Tahoe Regional Planning Compact, as enacted by the Congress of the United States, with broad authority to operate and/or provide for the operation of transit services in the Lake Tahoe region. The service as described in this Agreement is consistent with the purpose and authority of the District; therefore the District extends its operating authority to Airport Mini Bus for the purposes of providing the service as described herein.

2. Airport Mini Bus is a duly qualified passenger bus company, holding all the requisite operating licenses and permits necessary to provide the service as described herein.

3. The parties desire to enter into an Agreement to provide the transit services as described herein, and to memorialize their agreement by this writing.

4. The parties agree and acknowledge that the Truckee North Tahoe Transportation Management Association (hereinafter, TNT/TMA), a California non-profit corporation, shall serve as Contract Manager for this project, acting on behalf of the District, with responsibilities to include regular interaction with the management of Airport Mini Bus, ensuring compliance with all contract terms and conditions, receipt and review of all reports required of Airport Mini Bus under the terms of this Agreement, and the development and coordination of all marketing, promotional and training programs designed to support the service.

5. The parties agree and acknowledge that the North Lake Tahoe Resort Association (hereinafter, NLTRA), a California non-profit public benefit corporation, shall act as fiscal agent for this project, with responsibilities to provide operating and marketing support for this project, consistent with authority from the Placer County Board of Supervisors to spend Transient Occupancy Tax (TOT) funds through the NLTRA for such purposes. The TNT/TMA will invoice NLTRA for project payments, based on its review and approval of service invoices prepared and submitted by Airport Mini Bus, consistent with the service as described herein and the terms of this Agreement. The District shall have no financial obligation to fund the service described hereunder.

The TNT/TMA shall provide to the District and NLTRA the ridership, financial, and related operational reports such as it receives from Airport Mini Bus so that the reports may be reviewed by District staff and NLTRA staff and presented to their respective committees and boards, as appropriate.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. SERVICE: Airport Mini Bus agrees to provide the service as specifically described in the attached service schedule; plus all Tahoe Area Regional Transit bus stops. It is understood that the schedule may be altered by the addition or deletion of stops or temporarily suspended in consideration of inclement weather and/or highway travel restrictions. Airport Mini Bus agrees to advise the TMA or the NLTRA if service is suspended due to inclement weather or mechanical failure. Airport Mini Bus agrees to consult with and obtain consent from the TNT/TMA prior to any permanent alteration of the schedule, including any alteration of stops along the way. Payment will not be rendered for service not rendered.

2. FARES: The service as described herein shall be provided free to all passengers.

3. COST OF PROVIDING SERVICE: The costs charged by Airport Mini Bus for providing the service as described in this Agreement is set forth below on page 3:

**Operating Costs for
Airport MiniBus**

Bus #1	\$45,000
Bus #2	\$45,000
Bus #3	\$45,000
Bus #4	\$45,000
	<u>\$180,000</u>

These costs cannot be changed during the term of this Agreement, except as may be agreed to, in writing, by the parties, in consultation with the TNT/TMA and NLTRA. The TMA will provide administration, marketing/public outreach and signage for \$8,000 to be funded by the NLTRA directly to the TMA.

4. RECORD KEEPING, PRODUCTION OF INVOICES FOR PAYMENT:

Airport Mini Bus shall keep true and accurate records of the service provided under this Agreement, including passenger counts, (by each route and stop). Passenger counts will be delivered to the TMA every Monday and passengers turned away must be calculated in order to determine larger vehicles for the next season. Billing must be completed by the tenth of the month immediately following the end of each month for which service is provided, Airport Mini Bus shall produce and submit to the TNT/TMA an invoice for the cost of providing the service during that same month.

5. AUDITS: Upon reasonable notice, and at its own expense, the TNT/TMA, and/or NLTRA, or its authorized representatives, or the District or its authorized representatives, shall have the right to examine and audit the records of the service as provided under this Agreement by Airport Mini Bus.

6. EQUIPMENT; DRIVERS; CUSTOMER SERVICE STANDARDS: A list of mini buses to be utilized by Airport Mini Bus to provide the service as described in this Agreement is to be provided. Airport Mini Bus shall furnish qualified drivers in compliance with all pertinent local, state and federal laws and requirements, and maintain all the equipment required to provide the service described in this Agreement. Airport Mini Bus shall extend its best efforts to provide first rate service. Drivers shall be

expected to meet the customer service standards as agreed by the parties. It is requested that drivers do not smoke in the vehicles used for the Night Rider Service. The maintenance of equipment Airport Mini Bus provides for the service described in this Agreement shall be in accordance with its standard practices. At a minimum, such practices shall be consistent with generally accepted standards for the ground transportation industry. Each bus will be identified with a sign on each side and rear of the bus displaying the "Free Night Rider" signs provided by the TMA.

Drivers provided by Airport Mini Bus shall have the necessary communications equipment to coordinate with Airport Mini Bus dispatchers. Airport Mini Bus shall also provide the services of at least one dispatcher during the hours of operation of the service described hereunder. Each driver will maintain a lost and found log each day and turn in all lost and found articles to the TNT/TMA on a regular basis.

There must at all times be an ADA Accessible vehicle available for passengers in need. One of the four vehicles will be on route during service times.

7. TERM: The term of this Agreement shall be consistent with the identified period of operations; planned from December 15, 2011 through April 8, 2012, except as may be otherwise modified, consistent with the provisions of this Agreement.

8. DEFAULT; TERMINATION: In the event either party is in default of the performance of any terms or conditions under this Agreement, the other party shall give written notice of the nature of the default, and the party to whom the notice was given shall have twenty (20) days to cure the default. In the event the default is not cured within the twenty (20) day period, the party giving notice may terminate this Agreement. The payment of any remaining monies due Airport Mini Bus will be made as part of any termination of this Agreement.

9. FORCE MAJURE: In the event Airport Mini Bus is unable, in whole or in part, to provide the service hereunder due to fire, flood, theft, water, labor unrest, inclement weather, collision, calamity, acts of God, or conditions beyond its control, the obligation of Airport Mini Bus to render the service hereunder shall temporarily cease during the continuation of such conditions. During any such period, any related obligations on the part of the District, its Contract Manager and Fiscal Agent shall likewise be proportionally reduced, until service by Airport Mini Bus is resumed.

10. INDEMNITY; INSURANCE: Notwithstanding the duty to provide insurance set forth elsewhere in this Agreement, and to the full extent required, Airport Mini Bus agrees to pay, protect, indemnify and defend the District, TNT/TMA and NLTRA, and their respective agents, employees, attorneys, officers, directors and representatives from and against all claims, suits, judgments, costs and expenses, including, without limitation, attorney's fees and/or damages, whether as to person or property, caused by or resulting from the negligent act or omission of Airport Mini Bus, its agents or employees. Airport Mini Bus shall provide not less than \$5 million in auto and general liability insurance, and provide the District, TNT/TMA, and NLTRA with proof of coverage as "Additional Insured" specifically related to the service provided hereunder, along with proof that Airport Mini Bus carries the appropriate level of Workman's Compensation Insurance.

The District agrees to pay, protect, indemnify and defend Airport Mini Bus, TNT/TMA, NLTRA and its respective agents, employees, attorneys, officers, directors and representatives from and against any and all claims, suits, judgments, costs and expenses, including, without limitation, attorney's fees and/or damages, whether to person or property, caused by or resulting from the negligent act or omission or intentional acts of the District, its agents or employees.

Airport Mini Bus agrees to maintain such insurance, in accordance with Exhibit D, attached hereto, as will protect it, the District, TNT/TMA, and NLTRA from claims by employees of Airport Mini Bus under any worker's compensation or similar acts, and also from other claims for personal injury and/or property damage on behalf of Airport Mini Bus's agents or employees, and the public, arising from claims of negligence against Airport Mini Bus or its agents and employees.

11. NOTICE: Any notice required or permitted under this Agreement shall be deemed given when personally served or given by U.S. certified mail, return receipt requested, with postage fully prepaid, addressed as follows:

If to Airport Mini Bus:
 Airport Mini Bus
 100 Sunshine Lane
 Reno, NV 89502

If to Tahoe Transportation District
 Tahoe Transportation District
 128 Market Street
 PO Box 5310
 Stateline, NV 89449

If to North Lake Tahoe Resort Association
 NLTRA
 PO Box 5459
 Tahoe City, CA 96145

If to TNT-TMA
 TNT-TMA
 PO Box 2566
 Kings Beach, CA 96143

12. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Nevada. The parties have fully and fairly negotiated the terms of this Agreement and it is their intent that no presumption arise from the identity of the drafter of this Agreement in the event of a dispute over its terms. Airport Mini Bus shall, at its own expense, obtain and maintain all licenses, approvals, and permits, and file with any and all appropriate authorities any documentation required to conduct the service as described in this Agreement. In the event Airport Mini Bus is unable to obtain or maintain any of the licenses or permits required to conduct the service, or in the event the service hereunder is interrupted by governmental authority, Airport Mini Bus shall have twenty (20) days to correct this defect, as provided in Section 8, DEFAULT; TERMINATION, above, failing which this Agreement shall terminate and be deemed null and void.

13. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding and agreement of the parties and all past negotiations, agreements, offers and inducements related to this Agreement are merged herein. This Agreement may not be amended or modified, except by writing, signed by the parties subsequent to the date of this Agreement.

14. **INDEPENDENT CONTRACTORS:** Nothing in this Agreement shall be deemed or considered a hiring by one party or the other, nor shall this Agreement be

deemed to constitute a partnership or joint venture. Each party hereto, and its agents as identified in this Agreement, shall be and remain an independent contractor or organization, free to pursue all its business or organizational activities free from the control or management of the other party. This Agreement has been fully and fairly negotiated between the parties, therefore no presumption shall arise from the identity of the drafter of this document.

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first written above.

Chip Bell, President
Airport Mini Bus

Date: _____

Andrew Strain
Chairman of the Board
Tahoe Transportation District

Date: _____



MEMORANDUM

Date: June 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval to Award Long-Term Operations Contract of North Lake Tahoe Airport Express Bus Service and Authorize District Manager to Execute a Contract with Airport Mini-Bus and a Management Agreement between TTD and Truckee North Tahoe Transportation Management Association, in Substantially the Form Presented to the Board, But With Such Further Substantive Revisions as are Required by the District Manager and Approved by TTD Legal Counsel

Action Requested:

It is requested that the Board approve the award for shuttle service between the Truckee North Tahoe area and the Reno-Tahoe Airport to Airport Mini Bus and authorize the District Manager to execute a contract with Airport Mini-Bus (Attachment A) and a management agreement (Attachment B) with the Truckee North Tahoe Management Association, substantially in the form attached hereto, but with such further substantive revisions as are required by the District Manager and approved by TTD legal counsel.

Background:

In September of last year, the Board approved the release of a similar request for proposal (RFP) for a contract operator. A successful bidder was selected (Airport Mini Bus), but the award process was concluded without awarding a contract when negotiations failed; the issue seemingly resulting from the method of pricing the service and a lack of understanding of what the method meant. The District then approved an extension of the existing contract until the issue could be resolved. The Board approved the release of a revised RFP at the April 13, 2012 meeting. The revised RFP was released on April 27, 2012. A mandatory pre-proposal conference was held on May 4, 2012. The attendees at the conference were Devine Transportation, El Camino Trailways, and Airport Mini Bus. Proposals were due May 18, 2012. One proposal was received from Airport Mini Bus.

Discussion:

The primary point of change in the proposal was changing the price from revenue hour to cost per trip. The Truckee North Tahoe Transportation Management Association (TNT-TMA) feels this is a more applicable pricing methodology for this type of service. The TNT-TMA will be the District's project manager and will handle oversight and administration of the service with District staff assisting and providing another level of oversight. The TNT-TMA will manage the reservation system it has developed, the credit card and collection responsibilities, marketing, and payables to the contractor and other vendor services.

CH/jw

AGENDA ITEM: VI.D.

The north shore committee comprised of the TNT-TMA, North Lake Tahoe Resort Association (NLTRA), LSC Transportation Consultants (LSC), and Placer County reviewed the bid and found the proposal qualifies, yet wanted to negotiate the price for the first year from the quoted \$135 per trip to \$130 with the second year at \$135. After two years, the costs will be reevaluated. The bid had proposed \$135 per year for up to five years. This negotiation is completed.

Staff recommends approval to award this contract to Airport Mini Bus for this important service to the Tahoe Region, and that the Board authorizes the District Manager to execute the contract in substantially the form attached hereto.

Staff also recommends approval of a form of a management agreement (Attachment B) between TTD and the TNT-TMA. This would appoint the TNT-TMA to act on behalf of TTD to manage the operations of the shuttle service solely within the scope of the agreement. Also attached is the form of a funding agreement (Attachment C) between the TNT-TMA and NLTRA describing administrative responsibilities, as referenced in the management agreement. These documents are subject to further review by TNT-TMA legal counsel and may require additional revisions as a result of that review.

Fiscal Analysis:

There is some budget impact to the District for this service in terms of Staff time and legal service costs. The District does not fund the transit service. The revenue for the service is provided by a combination of fares, NLTRA contributions, and other Visitor Authority contributions. Insurance, indemnification, and other liability protection will be provided for the District by the contractor.

Work Program Analysis:

This project falls under the work element for liaison with other transit provider services and is not expected to require a significant amount of District staff time. The TNT-TMA is staffed for this role, has been the project manager, and District staff is confident in the TNT-TMA's ability and partner oversight.

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. Agreement for Airport Shuttle Service
- B. Management Agreement Regarding the North Lake Tahoe Express Shuttle Service
- C. Funding Agreement Regarding the North Lake Tahoe Express Shuttle Service

AGREEMENT FOR AIRPORT SHUTTLE SERVICE

This Agreement (this "Agreement") by and between the Tahoe Transportation District, a special purpose district ("TTD") and Airport Mini-Bus ("Contractor," and together with TTD, the "Parties"), is made and entered into on June 30, 2012.

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, the transit services described in this Agreement are consistent with the purpose and authority of the TTD; therefore TTD extends its interstate operating authority to Contractor for purposes of providing the transit services described herein; and

WHEREAS, Contractor is a duly qualified passenger bus company holding all requisite operating authorities, including interstate authority, to transport passengers and their baggage between the Reno/Tahoe International Airport and specific locations in the North Lake Tahoe region on scheduled routes; and

WHEREAS, the Parties agree and acknowledge that the Truckee-North Tahoe Transportation Management Association (the "TNT/TMA"), a California non-profit corporation, shall serve as manager for this project on behalf of TTD; and

WHEREAS, in addition to the responsibilities described in this Agreement, TNT/TMA has responsibilities for development and coordination of all marketing and promotional programs in support of this project and for development and implementation of training programs so that lodging properties, reservation services, the North Lake Tahoe Resort Association ("NLTRA"), North Lake Tahoe Chamber of Commerce, and other partners work together to maximize sales opportunities, sustain and grow ridership, and ensure overall success for the project; and

WHEREAS, TNT/TMA shall provide to TTD such ridership and related operational reports as it receives from Contractor so that reports may be reviewed by TTD staff and presented to the TTD board of directors during the duration of this Agreement; and

WHEREAS, the Parties agree and acknowledge that the TNT/TMA receives public and private funds to subsidize the transit services described herein.

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

1. RELATIONSHIP OF THE PARTIES.

TTD hereby engages Contractor as an independent contractor. 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.

In addition to the responsibilities of the Contractor set forth in this Agreement, Contractor also agrees to comply with all procedures specified in the proposal submitted by Contractor in response to the Request for Proposals distributed by TTD. Contractor agrees to provide the Services in accordance with the provisions set forth in that proposal. In the event that there is a conflict between this Agreement and that proposal, the provisions of this Agreement shall control.

2. TERM OF AGREEMENT.

A. Initial Term. The initial term of this Agreement shall be for a three (3) year period commencing on July 1, 2012, and terminating on June 30, 2015, 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 if Contractor provides written consent to such extension. To exercise one or both of the option terms, TTD shall notify Contractor in writing of its intent to exercise one or both of the option terms and the parties shall agree to the Cost per Vehicle Trip (as defined in Exhibit C) by February 1.

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 twelve (12) months at the sole option of TTD if Contractor provides written consent to such extension. TTD must request such extension in writing at least one (1) month in advance of the termination of the preceding term.

3. SERVICE.

A. Service Level. Contractor agrees to provide interstate and intrastate passenger shuttle bus service under the registered name "North Lake Tahoe Express" between the Reno/Tahoe International Airport and specified locations, according to the routes and schedules set forth in Exhibit A (the "Service").

B. Changes to Service. TTD and TNT/TMA shall have the ability to increase or decrease the number of daily runs provided in the schedule by twenty percent (20%) by the addition or deletion of stops and the alteration of departure times.

4. FACILITIES.

Contractor shall operate the Service from the North Lake Tahoe Welcome Center at the Reno-Tahoe International Airport (the "Welcome Center"). The Welcome Center shall be staffed by Contractor by a minimum of one employee from 7:00 AM to 11:00 PM, every day of the year. The Welcome Center shall be provided at no cost to Contractor. Contractor shall provide all other facilities necessary to provide the Service.

5. VEHICLES, EQUIPMENT AND DRIVERS.

A. Vehicles. Contractor shall provide all vehicles necessary to provide the Service. A list of vehicles to be utilized by Contractor to provide the Service is attached hereto as Exhibit

B. Vehicles must be kept clean and tidy inside and out each day. There must be a sufficient number of back-up vehicles to allow for increases in the numbers of passengers, breakdowns and regular maintenance. Upon passenger request, a wheelchair accessible vehicle including a tie-down position and ramp or lift that meets the requirements of the federal Americans with Disabilities Act, will be used to provide the Service.

B. Drivers. Contractor shall provide all drivers necessary to provide the Service.

C. Equipment. Except as otherwise specified herein, Contractor shall provide all office, communications and computer equipment necessary for the management and operation of the Service.

6. NAME OF SERVICE; GRAPHIC DESIGN.

NLTRA has registered and owns all rights to the name North Lake Tahoe Express. Contractor shall provide a minimum of three of its vehicles dedicated to provide the Service to be affixed with a graphic design developed by TNT/TMA, consistent with the marketing plan for the Service. The design shall include the logo of TTD, along with appropriate related wording to indicate TTD's involvement in the service. All other vehicles used to provide the Service must be affixed with signage provided by TNT/TMA while in service.

7. FUELS AND MATERIALS.

Contractor shall provide all fuel and other vehicle-related materials and supplies necessary to provide the Service.

8. SYSTEM MANAGEMENT.

Day-to-day management and operation of the Service shall be vested in an on-site manager (who may also perform other functions that are required to provide the Service). This person shall be well versed in all aspects of visitor shuttle service operations. In addition, a second responsible senior employee of Contractor shall be available at all times, either by telephone or in person, to provide oversight and support and make major decisions. Contractor shall be responsible for monitoring and reporting all aspects of system operation, including but not limited to: ridership, quality of service route performance, safety and security, emergency preparedness, coordination of vehicle maintenance, fare collection, and performance of all personnel.

9. CUSTOMER SERVICE AND COMPLAINTS.

Contractor shall be responsible for the customer service aspect of the shuttle system, including but not limited to disseminating information, answering questions, receiving visitors,

responding to requests, staffing the airport counter, driving vehicles safely and smoothly, and keeping the vehicles clean. Contractor shall be responsible for providing outstanding customer service in keeping with the expectations of TTD and TNT/TMA.

Contractor shall be responsible for handling customer complaints regarding the Service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. Contractor shall have a standardized form on which office staff will collect information, and ensure that a supervisor or manager responds to all customer complaints within 24 hours, if at all possible. Contractor shall maintain documentation of the complaint process and make it available for review by TTD and TNT/TMA on request.

10. RESERVATIONS.

Contractor shall be responsible for telephone reservations using the NLTE telephone service line, and in-person advance and “walk-on” reservations at the Welcome Center, and will use the computerized reservation system provided by TTD and TNT-TMA for its use.

The phone number for telephone reservations is (866) 216-5222. That number is currently held in Contractor’s name. Contractor shall transfer that phone number to TNT/TMA prior to commencement of the Service.

11. FARE REVENUE COLLECTION.

All passenger fare revenues shall be the property of TTD and TNT/TMA. Contractor shall use the computerized reservation system provided by TNT/TMA for credit card transactions. Contractor shall collect and account for all cash fares received from passengers. Fares must be deposited in an account designated by TTD on at least a weekly basis, and records of fares received shall be provided to TTD and TNT/TMA. TTD, TNT/TMA and Contractor will jointly develop protocol to protect system generated revenues and to accurately account for all revenues, including but not limited to: handling of cash fares, cash deposit procedures, and notification to TTD and TNT/TMA of daily records.

12. RECORD KEEPING AND INVOICES.

Contractor shall keep true and accurate records of the Service in accordance with generally accepted accounting principles.

Contractor shall be responsible for submitting an invoice to TNT/TMA by the seventh day of each month for the Service provided in the previous calendar month. This invoice shall identify each run operated per day and shall specify the route, the pickup/drop off locations for each run, the vehicle used for each run and the driver for each run. By route, run and day, this invoice shall document the number of Vehicle Trips (as defined in Exhibit C), the number of passengers served, and any fare revenue collected directly by Contractor. It shall also list scheduled runs that were not operated, any interruptions in service, delays in service exceeding 15 minutes, and other incidents significantly impacting the quality of service. Invoice

procedures shall be based on mutually accepted accounting principles and systems to ensure timely tracking and accounting and facilitate the preparation of required financial reports.

13. PAYMENTS TO CONTRACTOR.

Upon receipt of a valid invoice, TNT/TMA shall pay Contractor monthly based upon the equation set forth in Exhibit C. Payments made pursuant to the equation set forth in Exhibit C shall be the sole compensation paid to Contractor for performing the duties and obligations set forth in this Agreement and Contractor shall not be entitled to any additional compensation or reimbursement unless agreed to in writing by the Parties. The equation set forth in Exhibit C cannot be changed during the term of this Agreement, except as may be agreed to in writing by the Parties.

14. LICENSES AND PERMITS.

Contractor shall, at its own expense, obtain and maintain all licenses, approvals, and permits, and file with any and all appropriate authorities any documentation required to provide the Service. Contractor represents and warrants that Contractor and all personnel engaged in providing the Service shall have all licenses, permits, qualifications, and approvals of whatever nature which are legally required to practice its profession, including independent interstate operating authority under DOT regulations. 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 the event Contractor is unable to obtain or maintain any of the licenses or permits required to conduct the service, or in the event service hereunder is interrupted by governmental authority, Contractor shall have twenty (20) days to correct this defect, failing which this Agreement shall terminate and be deemed null and void.

15. TRAINING AND MINIMUM EMPLOYEE REQUIREMENTS.

Contractor shall ensure that all employees successfully complete a DOT physical, national criminal background investigation and pre-employment drug test/random pull notice per 49 CFR Part 655 before employees are allowed to start working. In addition, Contractor shall perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter; with an appropriate rating system to determine whether employees qualify to drive or continue driving vehicles used in service. Contractor shall maintain documentation of employee requirements, and make it available for review by TTD and TNT/TMA on request

All bus operators shall be trained to proficiency by Contractor before being allowed to operate vehicles or work with the public. Training shall include, but not be limited to: Commercial Driver License of the appropriate class and endorsement, vehicle orientation, vehicle inspection, vehicle operations, defensive driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, elder abuse training (required by NADSD), street operations, radio protocol, safety and security, driving in inclement weather, accident and incident procedures, emergency management, and use of the wheelchair lifts and securement. Contractor shall maintain documentation of operator training, and make it available for review by TTD and TNT/TMA on request.

Contractor shall make all new driver and dispatch employees available for up to eight hours of training/familiarization conducted by the TNT/TMA. On an ongoing basis, Contractor shall make all employees available for up to one hour of training by the TNT/TMA twice each year. Contractor shall provide other training that would be beneficial to mechanics, dispatchers, drivers, and other personnel, and as required by DOT safety regulations. Contractor shall maintain documentation of staff training and make it available for review by TTD and TNT/TMA on request.

16. POLICIES AND PROCEDURES.

Contractor shall be responsible for developing and enforcing its own policies and procedures related to human resource management and shall develop policies and procedures directly related to the management and operation of the Service. Contractor will implement these in a precise and timely manner. Contractor shall maintain documentation of policies and procedures and make it available for review by TTD and TNT/TMA on request.

17. AUDITS.

Upon reasonable notice, and at their own expense, TTD and TNT/TMA, or their authorized representatives, shall have the right to examine and audit the records of Contractor relating to the Service. Contractor shall make these records available at all times during normal business hours during the term of this Agreement, and for three years thereafter.

Any financial or operating information received by TTD, TNT/TMA or NLTRA from Contractor under the terms of this Agreement shall be deemed proprietary and confidential and shall remain the sole property of Contractor, except to the extent required to comply with applicable law. The information described herein may be disclosed by TTD and TNT/TMA to their authorized representatives as necessary to comply with applicable law and to enforce this Agreement.

18. INSURANCE.

A. Prior to providing the Service, Contractor shall provide TTD and TNT/TMA with certificates of insurance with original endorsements and copies of policies of the following insurance, with Best's Class A - or better carriers and provided by insurers with a rating of A VIII or greater:

1. Workers compensation insurance covering all employees and principals of Contractor as required by law and per statutory limits, including employers liability at \$1 million each accident, \$1 million each disease (employee), and \$1 million each disease (aggregate), with an endorsement waiving rights of subrogation, if any, that the insurer may have against TTD, TNT/TMA, 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 \$5 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 Agreement, or the general aggregate limit shall be twice the occurrence limit. TTD, its members, officers and employees shall be listed as additional insureds under such policy; and

3. Commercial auto liability insurance covering the vehicle fleet in a minimum amount of \$5 million combined single limit per accident for bodily injury and property damage; and

4. Crime insurance in a minimum amount of \$50,000 covering financial loss sustained by TTD and TNT/TMA as a result of theft or fraud by any employee of Contractor or its subsidiaries.

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

C. Contractor shall disclose any self-insured retention amount on Contractor's insurance policies to TTD and TNT/TMA and shall disclose information and documentation regarding TTD and TNT/TMA's right to pay any such self-insured retention amount. It shall be Contractor's responsibility to secure TTD and TNT/TMA's written approval of such self-insured retention amount prior to providing the Service.

19. INDEMNIFICATION.

Contractor agrees to pay, protect, indemnify, and defend TTD, TNT/TMA and their respective agents, employees, attorneys, officers, directors, and representatives from and against all claims, suits, judgments, costs, and expenses including, without limitation, attorneys' fees and/or damages, to person or property, caused by or resulting from any negligent act or omission of Contractor, its agents, or employees.

20. TERMINATION.

A. Default. In the event either party is in default of the performance of any terms or conditions under this Agreement, the other party shall give written notice of the nature of the default, and the party to whom the notice was given shall have twenty (20) days to cure the default. In the event the default is not cured within the twenty day period, the party giving notice may terminate this Agreement. The payment of any remaining monies due Contractor shall be made as part of any termination of this Agreement.

B. Convenience. Contractor recognizes and accepts that TTD and TNT/TMA are dependent upon state and federal grants and private funding agreements and that failure to receive sufficient sources of funding may require termination of this Agreement. For that reason, TTD may terminate this Agreement for convenience, in whole or in part, at any time after

providing forty-five (45) days written notice to Contractor. Contractor shall only be paid for Service provided up to the date of termination.

C. **Other.** In the event that the parties are unable to agree to a Cost per Vehicle Trip (as defined in Exhibit C) for Year 3 pursuant to negotiations and a written agreement between TTD and Contractor, this Agreement shall automatically terminate at the end of Year 2.

21. 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.

In the event that Contractor is unable, in whole or in part, to perform due to such conditions, the obligation of Contractor to perform shall temporarily cease during the continuance of such conditions. During such period, any related obligations on the part of TTD and TNT/TMA shall likewise be proportionally reduced, until performance is resumed by Contractor.

22. CHOICE OF LAW.

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

23. VENUE.

The 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.

24. NOTICE.

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

Airport Mini-Bus
100 Sunshine Lane
Reno, NV 89502

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

25. 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.

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

TAHOE TRANSPORTATION DISTRICT

AIRPORT MINI-BUS

By: _____
Carl Hasty
District Manager

By: _____
Chip Bell
President

Dated: _____

Dated: _____

EXHIBIT A

(Service Schedule)

EXHIBIT B

(List of Vehicles)

EXHIBIT C

PAYMENT EQUATION

TTD and TNT-TMA shall pay Contractor monthly, based on the following equation:

$$\text{Cost per Vehicle Trip} \times \text{Total Number of Vehicle Trips} = \text{Total Monthly Compensation}$$

“Vehicle Trip” means actual performance of a one-way scheduled run carrying passengers to or from the Reno-Tahoe International Airport at a designated scheduled time, and will include a one-way scheduled run that is not performed due to passenger cancellations within 24 hours of the scheduled run, weather, or road closure. A round-trip in which passengers are carried in both directions is considered to be two Vehicle Trips. A round-trip in which passengers are carried only from the airport or only to the airport is considered to be one Vehicle Trip.

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4*</u>	<u>Year 5*</u>
Cost per Vehicle Trip	\$130.00	\$135.00	TBD**	TBD**	TBD**

*Two (2) one-year contract extension options that may be exercised by TTD in its sole discretion if Contractor provides written consent to such extension. The initial term or the option terms may also be extended on a month-to-month basis for a period not to exceed twelve (12) months at the sole option of TTD if Contractor provides written consent to such extension.

**To be determined on or before February 1 of Year 3, Year 4 and Year 5 pursuant to negotiations and a written agreement between TTD and Contractor.

**MANAGEMENT AGREEMENT
REGARDING THE NORTH LAKE TAHOE EXPRESS SHUTTLE SERVICE**

This agreement (this "Agreement") is made _____, 2012, between the Tahoe Transportation District ("TTD") and the Truckee North Tahoe Transportation Management Association ("TMA").

RECITALS

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 public transportation system within the Lake Tahoe region; and

WHEREAS, TTD intends to enter into an agreement with Airport Minibus (the "Contractor") to operate a transit shuttle service (the "Shuttle Service") on behalf of TTD as an independent contractor (the "Contractor Agreement"); and

WHEREAS, the Shuttle Service will transport passengers between the Reno/Tahoe International Airport and locations in north Lake Tahoe according to specified routes and schedules; and

WHEREAS, TMA is a California non-profit corporation and a tax-exempt Internal Revenue Code Section 501(c)(6) organization; and

WHEREAS, TMA will manage the Shuttle Service on behalf of TTD solely within the scope, and subject to the terms and conditions, specified in this Agreement; and

WHEREAS, the North Lake Tahoe Resort Association ("NLTRA") is a California non-profit benefit corporation that performs certain services for Placer County, California; and

WHEREAS, NLTRA submitted the funding request attached hereto as Exhibit A to the Placer County Board of Supervisors (the "Funding Request") and the Placer County Board of Supervisors approved the Funding Request at a meeting on _____; and

WHEREAS, the Funding Request authorizes NLTRA to use Placer County transient occupancy tax revenues in the amount of \$_____ (the "TOT Funds") to subsidize the Shuttle Service for a three (3) year period; and

WHEREAS, NLTRA will make payments to TMA to subsidize the Shuttle Service using TOT Funds and any other available funding (collectively, the "Funds") pursuant to a Funding Agreement between TMA and NLTRA dated _____, 2012.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Purpose and Scope of Agency.** TTD appoints TMA as manager for the Shuttle Service on behalf of TTD, and TMA does hereby accept such appointment and agrees to act solely within the scope, and subject to the terms and conditions, specified in this Agreement.
2. **Term.** The term of this Agreement shall be coterminous with the term of the Contractor Agreement. This Agreement will terminate (i) automatically upon termination of the Contractor Agreement, (ii) immediately upon express written notice of termination from TTD, or (iii) 30 days after express written notice of termination from TMA. Upon termination of this Agreement, TMA shall immediately provide written notice to NLTRA and the Contractor that it is no longer the manager for the Shuttle Service.
3. **Reservations.** TMA shall be responsible for the following in connection with passenger reservations for the Shuttle Service:
 - (a) TMA will develop and implement a computerized system for online passenger reservations and credit card billing, which will be accessible through the TMA websites.
 - (b) TMA will ensure that Contractor uses TMA's computerized system for online passenger reservations and credit card billing in connection with all telephone reservations. All telephone reservations will be the responsibility of Contractor.
 - (c) TMA will ensure that Contractor collects and accounts for all cash fares received from passengers.
 - (d) TMA will collect and account for all passenger revenues collected through cash transactions, online passenger reservations and credit card billing, and will deposit such amounts into an account or accounts which are held by TMA solely for the Shuttle Service.
4. **Marketing and Advertising.** TMA shall be responsible for marketing and advertising the Shuttle Service to the general public in such a manner as to maximize ridership of the Shuttle Service.
6. **Management and Oversight.** TMA shall be responsible for the following in connection with oversight and management of the Contractor and the Shuttle Service:
 - (a) TMA will oversee the day to day operations of the Contractor and the Shuttle Service.
 - (b) TMA will provide a route schedule for the Shuttle Service to the Contractor, and shall amend the route schedule as necessary or as directed by TTD.
 - (c) TMA will oversee the activities of the Contractor to ensure that the Contractor is complying with all of the terms and conditions of the Contractor Agreement.

(d) TMA will ensure that the Contractor is responding to all customer complaints within 24 hours, if at all possible.

7. **Record Inspections.** TMA will inspect the records of the Contractor as necessary, but at least annually, to confirm that the Contractor has all licenses, approvals and permits required to provide the Shuttle Service and that the Contractor has the certificates of insurance specified in the Contractor Agreement.

8. **Training.** TMA shall be responsible for training the Contractor in the use of TMA's computerized system for online passenger reservations and credit card billing, data collection and reporting procedures as appropriate, and the respective roles of the Contractor, TTD, TMA and NLTRA in connection with the Shuttle Service.

9. **Invoicing and Payments.** TMA shall be responsible for the following in connection with invoicing and payment procedures for the Shuttle Service:

(a) TMA will be responsible for the receipt, review, approval and payment of all monthly invoices provided by the Contractor.

(b) TMA will make payments to the Contractor, on behalf of TTD, using passenger revenues collected during the time period reflected in the invoice from the Contractor and Funds received from NLTRA. Passenger revenues may only be used to make payments to the Contractor pursuant to the Contractor Agreement, and may not be used for any other purpose or expense.

(c) Upon receipt of a valid invoice from the Contractor, TMA will provide an invoice to NLTRA within five (5) business days which shall include (i) the invoice from the Contractor, (ii) the amount of passenger revenues that TMA will use to pay the invoice from the Contractor, and (iii) the amount of Funds that NLTRA is requested to provide to TMA to pay the invoice from the Contractor.

(d) TMA will coordinate with NLTRA and confirm timely payment of all amounts due and owing to the Contractor pursuant to the Contractor Agreement.

(e) TMA will be responsible for the receipt, review, approval and payment of all other invoices provided by third parties in connection with the Shuttle Service, and will confirm timely payment of all amounts due and owing to third parties.

10. **Budgeting.** TMA shall be responsible for the following in connection with budgeting and auditing for the Shuttle Service:

(a) TMA will ensure that NLTRA determines on a monthly basis whether the total amount of available Funds, when combined with actual and projected passenger revenues, is sufficient to support the Shuttle Service for the duration of the Contractor Agreement.

(b) If NLTRA determines that the total amount of available Funds, when combined with actual and projected passenger revenues, is not sufficient to support the Shuttle Service for the duration of the Contractor Agreement, TMA will request that NLTRA revise the budget for the Shuttle Service and will immediately notify TTD in writing.

(c) TMA will examine and audit the records of the Contractor relating to the Shuttle Service as it deems necessary, or as directed by TTD.

11. **Agreement with NLTRA.** Subject to TTD approval, TMA (on behalf of TTD) shall enter into an agreement with NLTRA regarding the invoicing, payment and administrative responsibilities described herein. That agreement shall provide sufficient procedural safeguards and requirements to ensure that NLTRA is able to determine monthly whether the total amount of Funds, when combined with actual and projected passenger revenues, is sufficient to support the Shuttle Service for the duration of the Contractor Agreement.

12. **Reporting.** TMA shall provide a report or reports to TTD monthly containing the following information:

(a) The Total Number of Vehicle Trips (as defined in the Contractor Agreement) per day and for the month.

(b) A daily and monthly summary of ridership per run.

(c) The amount of passenger revenues collected per day and for the month.

(d) The monthly invoice from the Contractor and evidence of the amount of passenger revenues used by TMA to pay that invoice.

(e) The monthly invoice provided from TMA to NLTRA requesting Funds and evidence of the amount of Funds used by NLTRA to pay the Contractor pursuant to that invoice.

(f) Operational reports describing the quality of service, significant operating challenges, customer complaints, and any other significant events or circumstances relating to the Shuttle Service.

13. **Compensation and Reimbursement.** TMA shall be limited to the following compensation and reimbursement in connection with the Shuttle Service:

(a) The sole compensation that TMA will receive for performance of this Agreement will be an amount to be determined pursuant to an agreement between TMA and NLTRA (currently estimated at \$_____ annually). The amount of that compensation will be payable exclusively by NLTRA and solely from the Funds. TMA will submit requests for compensation directly to NLTRA. TMA will have no right to compensation from TTD for performance of this Agreement.

(b) TMA may be reimbursed for eligible costs incurred in connection with the performance of this Agreement pursuant to an agreement between TMA and NLTRA. Reimbursements, if any, will be made exclusively by NLTRA and solely from available Funds. TMA will submit reimbursement requests directly to NLTRA. TMA will have no right to reimbursements from TTD in connection with the performance of this Agreement.

14. **Amendment.** All or any portion of this Agreement may be amended only by a written agreement signed by TTD and TMA.

15. **Legal Representation.** TTD and TMA have been represented by separate legal counsel in connection with the preparation and execution of this Agreement. It is the parties' intent that no presumption shall arise from the identity of the drafter of this Agreement.

16. **Notice.**

(a) Notice to TTD means notice in writing delivered to:

District 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

(b) Notice to TMA means notice in writing delivered to:

Jan Colyer
Executive Director
Truckee North Tahoe Transportation Management Association
P.O. Box 2566
Kings Beach, CA 96143

17. **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

18. **Venue.** Venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Superior Court of California - Placer County. 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.

19. **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.

20. **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.

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

TAHOE TRANSPORTATION DISTRICT

TRUCKEE NORTH TAHOE TRANSIT
MANAGEMENT ASSOCIATION

By: _____

By: _____

Carl Hasty

Jan Colyer

District Manager

Executive Director

Dated: _____

Dated: _____

**FUNDING AGREEMENT
REGARDING THE NORTH LAKE TAHOE EXPRESS SHUTTLE SERVICE**

This agreement (this "Agreement") is made _____, 2012, between the Truckee North Tahoe Transportation Management Association ("TMA") and the North Lake Tahoe Chamber/CVB/Resort Association ("NLTRA").

RECITALS

WHEREAS, the Tahoe Transportation District is a special purpose district created by Article IX of the Tahoe Regional Planning Compact and has broad authority to coordinate and operate a public transportation system within the Lake Tahoe region; and

WHEREAS, TTD intends to enter into an independent contractor agreement with Airport Minibus to operate a shuttle service known as the "North Lake Tahoe Express" on behalf of TTD (the "Shuttle Service"); and

WHEREAS, TMA is a California non-profit corporation and a tax-exempt Internal Revenue Code Section 501(c)(6) organization; and

WHEREAS, TMA will manage the Shuttle Service on behalf of TTD solely within the scope, and subject to the terms and conditions, specified in the Management Agreement between TTD and TMA dated _____, 2012; and

WHEREAS, NLTRA is a California non-profit public benefit corporation that performs certain service for Placer County, California; and

WHEREAS, NLTRA submitted the funding request attached hereto as Exhibit A to the Placer County Board of Supervisors (the "Funding Request") and the Placer County Board of Supervisors approved the Funding Request at a meeting on _____; and

WHEREAS, the Funding Request authorizes NLTRA to use Placer County transient occupancy tax revenues in the amount of \$_____ (the "TOT Funds") to subsidize the Shuttle Service for a _____ () year period.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants hereinafter contained, the parties agree as follows:

1. NLTRA will subsidize the Shuttle Service in the amounts and in the years specified in the Funding Request. The total amount of TOT Funds used to subsidize the Shuttle Service shall not exceed \$_____ for the _____ year period, unless a funding request for additional TOT Funds is approved by the NLTRA Board or Directors and the Placer County Board of Supervisors.
2. TMA will manage the Shuttle Service on behalf of TTD for an initial three year period commencing on July 1, 2012 and terminating on June 30, 2015, and any option years.

TMA shall be entitled to receive \$_____ annually for managing the Shuttle Service as provided in the Funding Request.

3. TMA will submit reimbursement requests to NLTRA for payments made by TMA for the items identified in the Funding Request. Reimbursement requests shall be in a form acceptable to NLTRA and shall be accompanied by invoice(s) and proof of payment by TMA.
4. Reimbursement requests must be submitted to, and approved in writing by, NLTRA's Director of Community Partnership and Planning or his designee, in order for TMA to be entitled to reimbursement. The aggregate amount of approved reimbursement requests for each item shall not exceed the amounts specified in the Funding Request, unless a reimbursement request for the excess amount is approved in advance by NLTRA's Director of Community Partnership and Planning or his designee.
5. NLTRA shall make payments to TMA within ten (10) days of receipt of a reimbursement request for eligible costs, provided that TMA has provided acceptable documentation for the reimbursement request.
6. NLTRA may require periodic reports from TMA as to any aspect of the Shuttle Service.
7. TMA shall provide a report to NLTRA regarding any changes to the Shuttle Service and any requested changes to the funding levels authorized in the Funding Request prior to submitting reimbursement requests for those changes. For good cause shown, NLTRA's Director of Community Partnership and Planning or his designee may approve changes to the Shuttle Service and revise the funding levels authorized in the Funding Request. Such approval and revisions shall not be unreasonably denied, but may require approval from the NLTRA Board or Directors and/or the Placer County Board of Supervisors.
8. TMA will provide an annual report to TMA within 60 days of completion of the winter operating season on _____, and within 60 days of completion of the summer operating season on _____ which will document the completion of the Shuttle Service and will reconcile all expenditures and identify any unspent passenger revenues for the Shuttle Service. Along with the annual report, TMA will turn over to NLTRA all passenger revenues not needed to pay the operator of the Shuttle Service.
9. Any dispute arising from this Agreement will be addressed by the staff of NLTRA and TMA to attempt to mediate the dispute. If the dispute cannot be resolved, either party may terminate this Agreement by providing the other party with 60 days notice in writing.
10. In the event of termination, TMA agrees to take all reasonable measures to prevent further costs to NLTRA under this Agreement, provided that NLTRA shall be responsible for any reimbursement request for eligible costs that is submitted by TMA either before or after termination. Within 60 days of termination, TMA will turn over to NLTRA all passenger revenues not needed to pay the operator of the Shuttle Service

- 11. TMA shall maintain satisfactory account statements, records and other documents relating to the Shuttle Service. Account statements, records and other documents relating to the Shuttle Service shall be retained by TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by NLTRA and by the Placer County Auditor-Controller.
- 12. When TMA installs signage which identifies the Shuttle Service, TMA will ensure such signage identifies the roles of NLTRA and Placer County and acknowledges the funding assistance from both of those entities.
- 13. TMA shall perform this Agreement as an independent contractor of NLTRA and the manager for the Shuttle Service on behalf of TTD. TMA and the officers, agents and employees of TMA are not, and shall not be deemed, NLTRA or Placer County employees for any purpose. TMA shall determine, at its own risk and expense, the method and manner by which duties imposed on TMA by this Agreement shall be performed, provided, however, that NLTRA may monitor such performance.
- 14. Nothing in this Agreement is intended to create, nor shall it create, any contractual relationship between any third party and NLTRA or TMA.
- 15. This Agreement is to be interpreted in accordance with the laws of the State of California. This Agreement and the documents incorporated herein by reference constitute the entire agreement between NLTRA and TMA relating to the Shuttle Service and may not be modified except by an instrument in writing signed by both parties.

In witness whereof, this Agreement has been executed by the parties as of the date written above.

 Ron Treabess
 Director of Community Partnerships and Planning
 North Lake Tahoe Chamber/CVB/Resort Association

 Date

 Jan Colyer
 Executive Director
 Truckee North Tahoe Transportation
 Management Association

 Date

MEMORANDUM

Date: June 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Update Regarding North Lake Tahoe Water Shuttle Pilot Program, Including Status of Tahoe Regional Planning Agency Temporary Permit; Possible Action to Authorize District Manager to Approve a Contract with the Boat Operator, License Agreements with Dock Owners, and a Management Agreement Between TTD and Truckee North Tahoe Transportation Management Association, in Substantially the Form Presented to the Board, But With Such Further Substantive Revisions as are Required by the District Manager and Approved by District Legal Counsel

Action Requested:

It is requested that the Board discuss the progress update for the North Lake Tahoe Water Shuttle Pilot Program and that the Board authorize the District Manager to approve the boat operator contract, dock owner license agreements, and the management agreement with Truckee North Tahoe Transportation Management Association (TNT/TMA), substantially in the form attached hereto, but with such further substantive revisions as are required by the District Manager and approved by TTD legal counsel.

Background:

As reported to the Board at its May meeting, the planning for this proposed three-year pilot water shuttle program continues to move forward to initiate west and north shore service starting this coming summer. The starting date is now expected to be mid-July and staff is optimistic that there should be no unanticipated hiccups. TTD is the project manager and will contract for the services necessary for the shuttle to operate. The North Lake Tahoe Resort Association (NLTRA) and TMA/TMA continue to work very closely with TTD to ensure all the pieces are in place.

Discussion:

Director Ron Treabess will provide a report to the Board reflecting the following progress below.

Funding: As previously reported to the Board, the \$380,000 funding request received final approval by the Placer County Board of Supervisors at its April 10 meeting. The approved funding amount should be adequate to operate the one-boat service, based on the project estimate and the cost proposal submitted by the selected operator. As revenues are substantiated during the first year, it is anticipated that the allocation will support a future two-boat service. While it is also estimated that the service will be self-sufficient after three years, the Supervisors did realize some level of subsidy may continue to be necessary.

Boat Operator Selection: TTD released a Request for Proposals (RFP) soliciting submittals to operate the water shuttle service for the pilot program. At the April 13 meeting, the Board approved the recommendation of Fineline Industries, Inc. and authorized the negotiation of a contract for service. TTD legal counsel and Fineline have tentatively reached agreement on the contract and formal signing is now awaiting all project pieces being close enough completion to safely allow the signing of the contract. The attached operator agreement may require minor revisions in order to finalize the operator agreement (Attachment A).

Landside Facility License Agreements: Now that the specifications of the boat have been established through the selection process, discussions have continued to finalize license agreements between TTD and the various probable transit-stop dock facility owners/managers. The first year program will include four transit-stops. The TTD legal counsel has assisted in the preparation of these license agreements and revised drafts have gone to dock owners with positive responses having been received by TTD. The attached draft license agreement may require further substantive revisions in order to finalize the license agreements (Attachment B).

Management Agreement: The third document (Attachment C) for Board review and authorization to approve is a management agreement between TTD and the TNT-TMA. This appoints the TNT-TMA to act on behalf of TTD to manage the operations of the three-year pilot program solely within the scope of the attached agreement. Also attached is a funding agreement between the TNT-TMA and NLTRA describing administrative responsibilities, as referenced in the management agreement (Attachment D). These documents are subject to further review by TNT-TMA legal counsel and may require additional revisions as a result of that review.

Ticketing/Marketing: Both of these programs are moving ahead, as far as type of system that will be utilized for reservations/ticket purchasing, as well as methods to be used for information dissemination and advertising. Actual purchasing and locations for equipment must await finalization of landside agreements for specific transit-stops.

Some marketing/advertising has necessarily been submitted for quarterly and annual publication, but the full marketing blitz is awaiting confirmation of Tahoe Regional Planning Agency (TRPA) permit and operation contract. The marketing program will utilize the combined efforts of NLTRA marketing, Visitor Services, and the TNT-TMA.

Permitting: Based on continued dialogue with TRPA staff, a Public Service temporary application has been submitted to TRPA for approval. This has been placed on the TRPA Hearings Officer agenda for June 7 and results will be reported at the TTD Board meeting. Pending any concerns, of which none are anticipated, the temporary permit will be issued allowing the pilot program to commence. Data collected during the permit period will be available to use for the issuance of a permanent permit.

Fiscal Analysis:

There are TTD expenditures at this time relevant to legal review and Staff time.

Work Program Analysis:

There has been minor staff time associated with this project this fiscal year to date and it is in association to the passenger ferry project which is in the work program.

Additional Information:

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

Attachments:

- A. Agreement for Water Shuttle Service
- B. License Agreement
- C. Management Agreement Regarding the North Lake Tahoe Water Shuttle Service
- D. Funding Agreement Regarding the North Lake Tahoe Water Shuttle Service

AGREEMENT FOR WATER SHUTTLE SERVICE

This Agreement (this “Agreement”) by and between the Tahoe Transportation District, a special purpose district (“TTD”) and Fineline Industries, Inc. (“Contractor,” and together with TTD, the “Parties”), is made and entered into on _____, 2012.

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, the transit services to be provided by TTD as described in this Agreement are consistent with the purpose and authority of TTD; and

WHEREAS, Contractor is a duly qualified boat operating company holding all requisite licenses and permits to transport passengers between points along the shoreline of Lake Tahoe within California; and

WHEREAS, the Parties agree and acknowledge that the Truckee-North Tahoe Transportation Management Association (the “TNT/TMA”), a California non-profit corporation, shall serve as manager for this project on behalf of TTD solely within the scope, and subject to the terms and conditions, specified in the agreement between TTD and TNT/TMA which has been made available to Contractor; and

WHEREAS, in addition to the responsibilities described in this Agreement, TNT/TMA has responsibilities for development and coordination of all ticketing, marketing and promotional programs in support of this project; and

WHEREAS, TNT/TMA shall provide to TTD such ridership and related operational reports as it receives from Contractor so that reports may be reviewed by TTD staff and presented to TTD board of directors during the duration of this Agreement; and

WHEREAS, the Parties agree and acknowledge that the North Lake Tahoe Resort Association (“NLTRA”) is providing funds to subsidize the transit services described herein.

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

1. RELATIONSHIP OF THE PARTIES.

TTD hereby engages Contractor as an independent contractor. 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.

In addition to the responsibilities of Contractor set forth in this Agreement, Contractor also agrees to comply with the provisions of the proposal submitted by Contractor in response to

TTD's Request for Proposals and on file with TTD (the "Proposal"). In the event that there is a conflict between this Agreement and the Proposal, the provisions of this Agreement shall control.

2. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three operating seasons commencing on _____, 2012, and terminating on _____, 2014, unless terminated at an earlier date in accordance with express terms of this Agreement.

3. SERVICE.

A. Service Level. Contractor agrees to provide scheduled intrastate passenger water shuttle service under the registered name "North Lake Tahoe Water Shuttle" between specified locations along the shoreline of the northwest portion of Lake Tahoe, according to a schedule to be provided by TTD (the "Service").

The locations and schedule may vary, within the following parameters:

- The Service shall only be provided in the period from May 1 through October 15 of each year, as determined by TTD.
- The Service shall be provided during daylight hours only.
- The Service shall only include stops within the Placer County portion of Lake Tahoe.
- In-Service Vessel-Hours (as defined in Exhibit A) over any single calendar year shall total between a minimum of 1,080 and a maximum of 1,620.

B. Changes to Service. TTD shall have the ability to adjust the schedule for the Service by adding or deleting stops, altering departure times, or altering the period of service, so long as the total number of In-Service Vessel-Hours (as defined in Exhibit A) each calendar year is between a minimum of 1,080 and a maximum of 1,620.

4. FACILITIES.

A. TTD shall be responsible for providing locations for stops through license agreements with individual property owners. These locations shall be suitable for loading and unloading passengers and shall be compliant with the Americans with Disabilities Act. Any improvements necessary to make these locations suitable for loading and unloading passengers, including any improvement necessary to make these locations compliant with the Americans with Disabilities Act, shall be completed at the sole cost and expense of TTD.

B. Prior to executing this Agreement, Contractor has inspected these locations and has confirmed that they are suitable for use in providing the Service, including loading and unloading passengers.

C. Contractor agrees to keep these locations in a neat, clean and orderly condition while providing the Service. Contractor agrees to cooperate with the property owners in order to

provide the Service in a manner that minimizes impacts on the property owners and other users of the locations.

D. Contractor shall be responsible for providing any facilities required for storage or maintenance of the vessel.

5. VESSEL, EQUIPMENT AND PERSONNEL.

A. Vessel. Contractor shall provide the Service using the vessel described in the Proposal. Any substitute vessel used to provide the Service must be approved by TTD and must meet the following minimum criteria:

- Seated minimum passenger capacity of nine, of which at least half are sheltered from spray/wind
- A minimum of one wheelchair tie-down position, as well as a means of loading and unloading wheelchairs users to and from the vessel
- All US Coast Guard requirements, including a current Certificate of Inspection
- Provided with all necessary equipment for safe operation of the vessel
- A minimum operating speed (at an elevation of 6,330') of 18 knots
- A maximum draft, when fully loaded, of 38 inches
- Radios
- Accommodates a minimum of two bicycles
- Is aesthetically attractive
- Meets the TRPA noise standard of 82.0 dBA measured at 50 feet with the engines running at 3,000 RPM
- Vessel propulsion system must meet or exceed CA and EPA Tier 2 standards

The vessel must be kept clean and tidy inside and out each day, and maintained/equipped to attain Federal, state and local requirements. Every reasonable effort shall be made to minimize service disruptions or mechanical breakdowns.

B. Captain. Contractor shall provide all Captains necessary to provide the Service.

C. Equipment. Contractor shall provide all communications, passenger and vessel equipment necessary for the management and operation of the Service. Contractor shall be responsible for providing a communication system (radio and/or cell phone) connecting the Captains with the US Coast Guard and the Placer County Sheriff, as well as TTD staff, TNT/TMA staff, and NLTRA staff.

6. NAME OF SERVICE; GRAPHIC DESIGN.

NLTRA has registered and owns all rights to the name "North Lake Tahoe Water Shuttle." Contractor shall allow the vessel to be affixed with a graphic design developed by TNT/TMA, consistent with the marketing plan for the Service. The design shall include the logo of TTD, along with appropriate related wording to indicate TTD's involvement in the service.

7. FUELS AND MATERIALS.

Contractor shall provide all fuel and other vessel-related materials and supplies necessary to provide the Service. Contractor will pay for fuel costs up to \$6.00 per gallon (calculated based on a monthly average) and TTD will pay for fuel costs in excess of \$6.00 per gallon (calculated based on a monthly average), as reflected in the equation set forth in Exhibit A.

Prior to operating the Service, Contractor shall enter into one or more agreements with fuel providers for wholesale discounts on fuel purchases. The agreement(s) shall be subject to approval by TTD. TTD shall only pay Contractor for an Excessive Fuel Cost Charge (as defined in Exhibit A) that results from fuel purchases subject to an agreement approved by TTD. Contractor shall notify TTD if Contractor purchases fuel from a location or source that is not the subject of an agreement approved by TTD.

8. SYSTEM MANAGEMENT.

Day-to-day management and operation of the Service shall be vested in the on-duty Captain. This person shall be well versed in all aspects of visitor shuttle service operations. In addition, a second responsible senior employee of Contractor shall be available at all times that the Service is in operation, either by telephone or in person, to provide oversight and support and make major decisions. Contractor shall be responsible for monitoring and reporting all aspects of system operation, including but not limited to: ridership, quality of service route performance, safety and security, emergency preparedness, coordination of vessel maintenance, and performance of all personnel.

9. CUSTOMER SERVICE AND COMPLAINTS.

Contractor shall be responsible for the customer service aspect of the Service, including but not limited to disseminating information on the vessel, answering questions, responding to requests, operating the vessel safely and smoothly, and keeping the vessel clean. Contractor shall provide the public with information regarding the program, as well as public transit services, bicycle trails and tourist activities along the North Shore and West Shore of Lake Tahoe. Contractor shall be responsible for providing outstanding customer service in keeping with the expectations of TTD and its partners.

Contractor shall be responsible for handling customer complaints regarding the Service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. Contractor and TNT/TMA shall develop a standardized form on which the Captain will collect information, and ensure that a supervisor or manager responds to all customer complaints within 24 hours, if at all possible. Contractor shall maintain documentation of the complaint process and make it available for review by TTD, TNT/TMA and NLTRA upon request.

10. RESERVATIONS AND TICKETING

TNT/TMA shall be responsible for the reservation and ticketing system for the Service. Contractor shall be responsible for ensuring that boarding passengers have paid in advance of the trip, through collection of tickets/receipts or through comparing passenger names with a list provided via a smartphone or similar wireless device. Contractor shall not collect any fare revenues directly from the passengers. All passenger fare revenues shall be the property of TTD and TNT/TMA.

11. RECORD KEEPING AND INVOICES.

Contractor shall keep true and accurate records of the Service in accordance with generally accepted accounting principles.

By 5:00 PM each Monday, Contractor shall be responsible for emailing a summary of total ridership by day for the previous calendar week to TNT/TMA and NLTRA.

Contractor shall be responsible for submitting an invoice to TNT/TMA, with a copy to NLTRA, by the seventh day of each month for the Service provided in the previous calendar month. This invoice shall identify the following:

- The beginning and ending times during which the Service was provided each day.
- The total number of In-Service Vessel-Hours (as defined in Exhibit A) per day.
- A daily summary of ridership per run, the number of wheelchair users per run, and the number of bicycles boarded per run.
- Any interruptions of service per run, missed runs, and runs operated more than 15 minutes behind schedule, with an explanation of the cause of each of those events.
- Other incidents significantly impacting the quality of service.
- Invoices for all fuel purchases indicating the number of gallons purchased and the cost per gallon.

12. PAYMENTS TO CONTRACTOR.

Upon receipt of a valid invoice, TNT/TMA shall pay Contractor on behalf of TTD within ten (10) business days based upon the equation set forth in Exhibit A. Payments made pursuant to the equation set forth in Exhibit A shall be the sole compensation paid to Contractor for performing the duties and obligations set forth in this Agreement and Contractor shall not be entitled to any additional compensation or reimbursement unless agreed to in writing by the Parties. The equation set forth in Exhibit A cannot be changed during the term of this Agreement, except as may be agreed to in writing by the Parties.

13. LICENSES AND PERMITS.

Contractor shall, at its own expense, obtain and maintain all licenses, approvals, and permits, and file with any and all appropriate authorities any documentation required to provide the Service, with the exception of the license agreements with the owners of the property used to

provide the Service and Tahoe Regional Planning Agency permits. Contractor represents and warrants that Contractor and all personnel engaged in providing the Service 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 the event Contractor is unable to obtain or maintain any of the licenses or permits required to conduct the service, or in the event service hereunder is interrupted by governmental authority, Contractor shall have twenty (20) days to correct this defect, otherwise this Agreement shall terminate and be deemed null and void.

14. TRAINING AND MINIMUM EMPLOYEE REQUIREMENTS.

Contractor shall ensure that all employees successfully complete a physical, national criminal background investigation and applicable drug testing before employees are allowed to start working. In addition, Contractor shall perform a motor vehicle record check on all employees at the time of hire, and at least annually thereafter. Contractor shall maintain documentation of employee requirements, and make it available for review by TTD and TNT/TMA on request.

All Captains shall be trained to proficiency by Contractor before being allowed to operate a vessel to provide the Service. Training shall include, but not be limited to: US Coast Guard training of the appropriate class, vessel orientation, vessel inspection, vessel operations, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, pier/marina operating requirements, radio protocol, safety and security, accident and incident procedures, emergency management, data collection and recording procedures, role of Contractor, TNT/TMA, TTD and NLTRA, ticket/reservation checking responsibilities, and use of the wheelchair devices and securement. Contractor shall maintain documentation of operator training, and make it available for review by TTD and TNT/TMA on request.

Contractor shall make all Captains available for up to four hours annually for training/familiarization conducted by TNT/TMA. Contractor shall provide other training that would be beneficial to Captains, mechanics and other personnel, and as required by state and federal safety regulations. Contractor shall maintain documentation of staff training and make it available for review by TTD and TNT/TMA on request.

15. POLICIES AND PROCEDURES.

Contractor shall be responsible for developing and enforcing its own policies and procedures related to human resource management and shall develop policies and procedures directly related to the management and operation of the Service. Contractor will implement these in a precise and timely manner. Contractor shall maintain documentation of policies and procedures and make it available for review by TTD and TNT/TMA on request.

16. AUDITS.

Upon reasonable notice, and at their own expense, TTD and TNT/TMA, or their authorized representatives, shall have the right to examine and audit the records of Contractor relating to the Service. Contractor shall make these records available at all times during normal business hours during the term of this Agreement, and for three years thereafter.

Any financial or operating information received by TTD, TNT/TMA or NLTRA from Contractor under the terms of this Agreement shall be deemed proprietary and confidential and shall remain the sole property of Contractor, except to the extent required to comply with applicable law. The information described herein may be disclosed by TTD and TNT/TMA to their authorized representatives as necessary to comply with applicable law and to enforce this Agreement.

17. INSURANCE. [TO BE CONFIRMED]

A. Prior to providing the Service, Contractor shall provide TTD and TNT/TMA with certificates of insurance with original endorsements and copies of policies of the following insurance, with Best's Class A - or better carriers and provided by insurers with a rating of A VIII or greater:

1. Workers compensation insurance covering all employees and principals of Contractor as required by law and per statutory limits, including employers liability at \$1 million each accident, \$1 million each disease (employee), and \$1 million each disease (aggregate), with an endorsement waiving rights of subrogation, if any, that the insurer may have against TTD, TNT/TMA, its members, officers and employees; and

2. General commercial liability insurance in an amount and scope at least equal to Insurance Service Office form CG 00 01 covering third party liability risks, including, without limitation, contractual liability, and a minimum amount of \$5 million combined single limit and \$5,000,000 per occurrence for bodily injury and death, personal injury, and property damage occurring in or about the Property on account of, arising out of, or relating to the Shuttle Service. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Agreement, or the general aggregate limit shall be twice the occurrence limit. TTD (and its members, officers and employees) and the owners of the property used to provide the Service (and their directors, officers, owners, employees, shareholders, members and agents) shall be listed as additional insureds under such policy; and

3. Commercial boat liability insurance covering any vessels used to provide the Service in a minimum amount of \$5 million combined single limit per accident for bodily injury and property damage; and

4. Crime insurance in a minimum amount of \$50,000 covering financial loss sustained by TTD and TNT/TMA as a result of theft or fraud by any employee of Contractor or its subsidiaries.

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

C. Contractor shall disclose any self-insured retention amounts on Contractor's insurance policies to TTD and TNT/TMA and shall disclose information and documentation regarding TTD and TNT/TMA's right to pay any such self-insured retention amount. It shall be Contractor's responsibility to secure TTD and TNT/TMA's written approval of such self-insured retention amount prior to providing the Service.

18. INDEMNIFICATION.

Contractor agrees to pay, protect, indemnify, and defend TTD, TNT/TMA and their respective agents, employees, attorneys, officers, directors, and representatives from and against all claims, suits, judgments, costs, and expenses including, without limitation, attorneys' fees and/or damages, to person or property, caused by or resulting from any negligent act or omission of Contractor, its agents, or employees.

19. TERMINATION FOR DEFAULT.

In the event either party is in default of the performance of any terms or conditions under this Agreement, the other party shall give written notice of the nature of the default, and the party to whom the notice was given shall have twenty (20) days to cure the default. In the event the default is not cured within the twenty day period, the party giving notice may terminate this Agreement. The payment of any remaining monies due Contractor shall be made as part of any termination of this Agreement.

20. TERMINATION FOR CONVENIENCE.

TTD may terminate this Agreement for convenience, in whole or in part, following the end of an operating year if (1) TTD and/or NLTRA fail to receive sufficient funding to provide the Service, or (2) individual property owners breach the license agreements such that it is not possible to operate the Service. TTD must provide written notice of termination to Contractor on or before the February 15 preceding the start of the upcoming operating year. In the event of termination, Contractor shall only be paid for Service provided up to the date of termination.

21. 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.

In the event that Contractor is unable, in whole or in part, to perform due to such conditions, the obligation of Contractor to perform shall temporarily cease during the continuance of such conditions. During such period, any related obligations on the part of TTD and TNT/TMA shall likewise be proportionally reduced, until performance is resumed by Contractor.

22. 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.

23. CHOICE OF LAW.

This Agreement shall be governed by the laws of the State of California.

24. DISPUTE RESOLUTION PROCEDURES.

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 party seeking mediation shall provide written notice of intent to mediate within thirty (30) days after it becomes clear that the Parties are unable to resolve the dispute. 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 the party seeking mediation provides written notice of intent to mediate. The costs and reasonable attorney's fees shall be shared by the Parties as determined by the mediator.

25. VENUE.

In the event that litigation is unavoidable, venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Superior Court of California - Placer County. 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.

26. NOTICE.

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

Rick Lee, President/CEO
Fineline Industries, Inc.

455 Grogan Avenue
Merced, CA 95341

Notice to TTD means notice in writing delivered to:

District 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

Executive Director
TNT/TMA
P.O. Box 2566
Kings Beach, CA 96143

Director of Community Partnership and Planning
NLTRA
P.O. Box 5459
Tahoe City, CA 96145

With copy to:

Paul Taggart, Esq.
Taggart and Taggart, LTD.
108 North Minnesota Street
Carson City, NV 89703

27. 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.

28. 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.

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

TAHOE TRANSPORTATION DISTRICT

FINELINE INDUSTRIES, INC.

By: _____
Carl Hasty
District Manager

By: _____
Rick Lee
President/CEO

Dated: _____

Dated: _____

EXHIBIT A

PAYMENT EQUATION

TTD and TNT-TMA shall pay Contractor monthly for services provided, based on the following equation:

Monthly Fixed Cost + Hourly Variable Cost + Excessive Fuel Cost Charge (if any) = Total Monthly Compensation

Monthly Fixed Cost = \$6,400 / the total number of operating months planned for the season. The aggregate Month Fixed Cost paid to Contractor for a season shall not exceed \$6,400.

Hourly Variable Cost = In-Service Vessel-Hours X \$119.00.

Excessive Fuel Cost Charge = Actual cost of fuel purchased during the month (gallons purchased X price per gallon), minus Contractor's responsibility for those fuel costs (gallons purchased X \$6.00).

“In-Service Vessel-Hours” shall include the time during which the Service is provided beginning with the first passenger stop served each day and ending with the last passenger stop served each day, excluding scheduled breaks of 30 minutes or more. The scheduled time for any runs not operated due to weather/wave conditions shall be included in the calculation of In-Service Vessel-Hours. The scheduled time for any runs not operated due to mechanical failure of the vessel, fueling, or scheduled maintenance shall not be included in the calculation of In-Service Vessel-Hours.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made this _____ day of _____, 2012, by and between _____ (“Licensor”), and the TAHOE TRANSPORTATION DISTRICT (“Licensee”).

RECITALS

WHEREAS, Licensor is the owner of certain real property located in _____, State of California, commonly known as _____; and

WHEREAS, Licensor is the owner of a _____ that is adjacent to _____, as more fully described in Exhibit A attached hereto and incorporated by reference herein (the “Property”); and

WHEREAS, Licensee is a special purpose district created by Article IX of the Tahoe Regional Planning Compact and has broad authority to coordinate and operate a public transportation system within the Lake Tahoe region; and

WHEREAS, Licensee is cooperating with the Truckee-North Tahoe Transportation Management Association and the North Lake Tahoe Resort Association in order to provide a water shuttle service in the northwest portion of Lake Tahoe, to be known as the North Lake Tahoe Water Shuttle Service (the “Shuttle Service”); and

WHEREAS, the Truckee-North Tahoe Transportation Management Association will serve as manager for the Shuttle Service; and

WHEREAS, the North Lake Tahoe Resort Association is providing funds to subsidize the cost of the Shuttle Service; and

WHEREAS, Licensee is contracting with an independent operator to operate the Shuttle Service for a three year period commencing on June 30, 2012; and

WHEREAS, Licensee has secured all permits and approvals required by the Tahoe Regional Planning Authority and any other applicable agencies to operate the Shuttle Service; and

WHEREAS, Licensee desires to use the Property for the purpose of loading and unloading passengers as part of the Shuttle Service.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereafter contained, the parties agree, for themselves, their successors and assigns, as follows:

1. **Grant of License.** In consideration of the terms and conditions as hereinafter set forth, Licensor grants to Licensee a non-exclusive, revocable license (the "License") to use the Property for the purpose of loading and unloading passengers as part of the Shuttle Service, which use shall include ingress and egress of Shuttle Service passengers to and from the Property.

Licensee's use of the Property under the License is not exclusive and Licensee acknowledges, understands and agrees that the Property is to be shared with Licensor, other licensees, businesses and operators, and the general public. In operating the Shuttle Service, Licensee and its operator shall not unreasonably interfere with Licensor's uses of the Property, and Licensee and its operator shall make all reasonable efforts to minimize impacts of the Shuttle Service on Licensor and other users of the Property.

Licensor reserves the right to grant additional licenses, lease a portion or portions of the Property, or make any and all other uses of the Property that Licensor desires in its sole discretion, .

2. **Licensee's Uses under License.** Licensor and Licensee agree that Licensor may do the following under the License:

A. Maintain a ticketing kiosk on or near the Property. The design, materials, size and location designated are subject to the prior written approval of Licensor, which may be granted or withheld in Licensor's sole discretion.

B. Use the Property to load and unload passengers for the Shuttle Service with a maximum turn-around time of 15 minutes per Shuttle Service stop.

C. Use the Property as a waiting area for Shuttle Service passengers until vessels arrive to load and unload passengers. The number of passengers per Shuttle Service shall not exceed 14 passengers. At Licensee's sole cost, Licensee may place temporary benches on-site with number, design, materials, size and location subject to the prior written approval of Licensor, which may be granted or withheld in Licensor's sole discretion .

D. Place small temporary signs at locations to be approved by Licensor, in order to direct passengers to the loading and unloading area for the Shuttle Service with number, design, materials, size and location subject to the prior written approval of Licensor, which may be granted or withheld in Licensor's sole discretion. Licensee shall not cause to be erected and/or placed on the Property any signs without first having obtained approval from any governmental, quasi-governmental, agency or authority having jurisdiction over signs and without first having obtained the written consent of Licensor.

Licensee may not use the Property for any other purpose or business other than those approved forth herein without obtaining Licensor's prior written consent.

3. **Impacts to Other Users.** Should Licensee's use of the Property result in unreasonable impacts to other users, including Licensor, other licensees, or the general public, Licensee and Licensor agree to an on-site meet-and-confer meeting to review Shuttle Service operations and identify solutions. Either Licensor or Licensee may request such a meeting in writing and the parties agree to meet-and-confer within a reasonable period of time thereafter. The parties acknowledge this is a pilot program and, therefore, agree to meet-and-confer after the first season and before the second season in an attempt to fine tune operations under the License for the second season.

4. **Consideration.** The business and commercial benefits to be received by Licensor resulting from the existence and operation of the Shuttle Service shall be the sole consideration received by Licensor for the grant of this License. Licensee will not pay any fees, charges, or other monetary compensation to Licensor for the License.

5. **Term.** The term of this License shall be three (3) consecutive seasons, with the first season beginning May 1, 2012 and terminating September 30, 2012, the second season beginning May 1, 2013 and terminating September 30, 2013, and the third season beginning May 1, 2014 and terminating September 30, 2014. **Suitability for Use.** Licensee accepts the Property "as is" contingent upon a review of all permits, certificates and licenses required by statute or regulation for use of the Property and an independent inspection of the Property by Licensee and its operator. Licensor makes no representation or warranty of any kind about the Property, this License or Agreement, any permits, certificates or licensing, or the suitability of the Property for the License or Agreement.

6. **Temporary Periods of Non-Availability.** Licensee acknowledges, understands and agrees that temporary events in, on or about the Property, such as repair activities,

construction activities or special planned events (e.g., weddings), could result in the non-availability of the Property for purposes of this License. Licensee agrees that Licensor's temporary events may supersede and preclude Licensee's uses hereunder. To the extent possible, Licensor shall notify Licensee at least five (5) days prior to any such temporary event and shall specify the period of non-availability of the Property. To the extent reasonably practicable but without cost to Licensor, Licensor shall cooperate with Licensee to provide alternative facilities to accommodate Licensee's uses hereunder.

7. **Termination.** The License will automatically terminate at the end of its term, and shall not be effective except during the seasons set forth above, but may be terminated before the end of its term as follows:

A. The License may be mutually terminated by the parties at any time if agreed to in writing by the parties.

B. The License may be unilaterally terminated by Licensor if Licensee breaches a material provision in this Agreement and then fails to cure the breach within fifteen (15) days after receiving written notice of the breach from Licensor.

C. The License shall immediately terminate if the Property, or any essential part thereof, is totally or partially destroyed by fire, water damage or other casualty, and the Property can no longer be used for the uses set forth in the License. Licensor shall immediately notify Licensee of any total or partial destruction of the Property.

D. The License shall also immediately terminate if the Property is sold or otherwise transferred to a third party.

E. The License may be terminated by Licensor at the Licensor's sole discretion upon sixty (60) days written notice.

8. **Termination of Occupancy.** Upon termination of this License, Licensee shall remove all of Licensee's personal property from the Property leaving the Property in good order and repair to the satisfaction of Licensor, normal wear and tear excepted.

9. **Governmental and Agency Approval and Fees.** Licensee shall not operate the Shuttle Service on the Property without first having obtained any and all governmental and/or agency approvals, permits, certificates and/or licenses from any and all governmental, quasi-governmental, agencies or other authorities having jurisdiction over Licensee's business, property and/or Lake Tahoe. Licensee shall be responsible for any fees or rents due to any such agencies associated with the operation of the Shuttle Service. In the event that any such governmental and/or agency approvals, permits, certificates and/or licenses is revoked and Licensee is unable to demonstrate to Licensor that it is able to renew or obtain such approvals, permits, certificates and/or licenses to enable it to operate during the term of this License, this Agreement shall be deemed terminated effective the date of such revocation.

10. **License Only.** This License shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including, without limitation, landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venture. The License is only a revocable permission to use the Property and does not convey any real property or other right in Licensee.

11. **Licensee's Insurance.** Licensee shall maintain the following policies of insurance during the term of this License:

A. **General Commercial Liability Insurance:** Licensee or its operator shall maintain in full force during the term of this License, at its own expense, a policy of general commercial liability insurance which will insure Licensee, its operator and

Licensors (and Licensors' directors, officers, owners, employees, shareholders, members, and agents) against liability for bodily injury and death, personal injury and property damage to any person occurring in or about the Property as a direct result of the Shuttle Service. The policy shall be approved as to form and insurance by Licensors, and shall name Licensors (and those persons and entities set forth above) as additional insureds. Licensee shall provide an endorsement to Licensors evidencing this coverage. The insurance shall be not less than \$5,000,000 combined single limit and \$5,000,000 per occurrence. Licensee shall provide Licensors with a copy of the policy upon request. The policy will not be cancelled except after ten (10) days' notice in writing to Licensors.

B. **Workers' Compensation Insurance:** Licensee or its operator shall maintain in full force during the term of this License, at its own expense, a policy of workers' compensation insurance insuring any and all employees with limits of not less than \$1 Million and with full coverage as required by the laws of the State of California.

12. **Licensors' Insurance.** Licensors shall provide Licensee with copies of any certificates and policies of insurance relating to the Property during the term of this License.

13. **Waiver and Release of Liability.** Licensee, as a material part of the consideration to be rendered to Licensors under this Agreement, releases and waives all claims against Licensors, including for damages to Licensee's personal property in, on, or about the Property, and for injuries to persons in, on, or about the Property, from any cause arising out of the operation of the Shuttle Service or under the License. .

14. **Repair and Maintenance.** Licensors shall be responsible for normal repair and maintenance of the Property and shall keep the Property in good order, repair and condition. Licensors shall be responsible for normal repair and maintenance of the means of ingress and

egress to and from the Property, and shall keep such means of ingress and egress in good order, repair and condition.

If the Property or any improvement located on the Property is damaged or destroyed by Licensee's use of the Property, Licensee shall, at its sole cost and expense, repair the Property or improvement thereon to the condition it was in before Licensee's use of the Property. Licensee shall first obtain Licensor's express written authorization before conducting any and all such repairs. For any repair item the expense of which will exceed Five Hundred Dollars (\$500.00), Licensor may, but shall not be obligated to, conduct the repair and charge Licensee the reasonable value of the repair after providing fifteen (15) days written notice of such repair and the amount to Licensee. Licensor may prevent use of the License by Licensee until Licensee pays for said repairs.

15. **Trash Disposal.** Licensee agrees to keep the Property in a neat, clean and orderly condition.

16. **Alterations or Improvements to Property.** Licensee shall not alter the Property or construct any improvements thereon without first having obtained the written consent of Licensor, which may be granted or withheld in Licensor's sole discretion. Any alterations or improvements shall be at the sole cost and expense of Licensee.

17. **Non-Assignability.** This License shall not be assigned by Licensee without the prior written consent of Licensor, which may be granted or withheld in Licensor's sole discretion.

18. **Attorneys' Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled

to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

19. **Notices.** All notices or demands under this License shall be in writing, and shall be deemed delivered when deposited in the United States mail, certified or registered mail, postage prepaid, addressed to:

For Licensee: Truckee-North Tahoe Transportation Management Association

North Lake Tahoe Resort Association

Tahoe Transportation District

For Licensor:

or to such other address as either party may from time to time by notice designate for this purpose.

20. **No Third Party Beneficiaries.** There are no third party beneficiaries intended by this Agreement and no third parties shall have standing to enforce any provisions of this Agreement.

21. **Entire Agreement.** This Agreement is the entire agreement between the parties regarding this License and supersedes all previous written and oral agreements between the parties hereto. This Agreement may not be modified orally and any modification must be

entered into voluntarily by the parties, in a signed writing and under the same formalities as are required for the execution of this Agreement.

22. **Applicable Law.** This Agreement shall be governed by the laws of the State of California. The exclusive venue for any dispute under this Agreement shall be Placer County, California.

23. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this License on the day and year first above written.

LICENSOR:

LICENSEE:

TAHOE TRANSPORTATION DISTRICT

By _____

By _____
CARL HASTY

Exhibit A

Legal Description of the Property

**MANAGEMENT AGREEMENT
REGARDING THE NORTH LAKE TAHOE WATER SHUTTLE SERVICE**

This agreement (this “Agreement”) is made _____, 2012, between the Tahoe Transportation District (“TTD”) and the Truckee North Tahoe Transportation Management Association (“TMA”).

RECITALS

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 public transportation system within the Lake Tahoe region; and

WHEREAS, TTD intends to enter into an agreement with Fineline Industries, Inc. (the “Operator”) to operate a water shuttle service (the “Shuttle Service”) on behalf of TTD as an independent operator (the “Operator Agreement”); and

WHEREAS, the Shuttle Service will transport passengers between points along the shoreline of north Lake Tahoe within the State of California; and

WHEREAS, TTD will enter into license agreements with the owners of the property locations where the Shuttle Service will pick up and drop off passengers (the “Shuttle Stops”); and

WHEREAS, TMA is a California non-profit corporation and a tax-exempt Internal Revenue Code Section 501(c)(6) organization; and

WHEREAS, TMA will manage the Shuttle Service on behalf of TTD solely within the scope, and subject to the terms and conditions, specified in this Agreement; and

WHEREAS, the North Lake Tahoe Resort Association (“NLTRA”) is a California non-profit benefit corporation that performs certain services for Placer County, California; and

WHEREAS, NLTRA submitted the funding request attached hereto as Exhibit A to the Placer County Board of Supervisors (the “Funding Request”) and the Placer County Board of Supervisors approved the Funding Request at a meeting on April 10, 2012; and

WHEREAS, the Funding Request authorizes NLTRA to use Placer County transient occupancy tax revenues in the amount of \$380,000 (the “TOT Funds”) to subsidize the Shuttle Service for a three (3) year period; and

WHEREAS, NLTRA will make payments to TMA to subsidize the Shuttle Service using TOT Funds and any other available funding (collectively, the “Funds”) pursuant to a Funding Agreement between TMA and NLTRA dated _____, 2012.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Purpose and Scope of Agency.** TTD appoints TMA as manager for the Shuttle Service on behalf of TTD, and TMA does hereby accept such appointment and agrees to act solely within the scope, and subject to the terms and conditions, specified in this Agreement.
2. **Term.** The term of this Agreement shall be coterminous with the term of the Operator Agreement. This Agreement will terminate (i) automatically upon termination of the Operator Agreement, (ii) immediately upon express written notice of termination from TTD, or (iii) 30 days after express written notice of termination from TMA. Upon termination of this Agreement, TMA shall immediately provide written notice to NLTRA, the Operator, and the owners of the Shuttle Stops, that it is no longer the manager for the Shuttle Service.
3. **Pre-Inspections.** Prior to commencing the Shuttle Service, TMA will ensure that the Operator has conducted all necessary inspections of the Shuttle Stops to ensure that the Shuttle Stops are suitable for use in providing the Shuttle Service.
4. **Reservations.** TMA shall be responsible for the following in connection with passenger reservations for the Shuttle Service:
 - (a) TMA will develop and implement a computerized system for online passenger reservations and credit card billing, which will be accessible through the TMA websites.
 - (b) TMA will order and install kiosks for online passenger reservations and credit card billing at or near each of the Shuttle Stops.
 - (c) TMA will provide computers for the Operator's employees to use to confirm online passenger reservations and credit card billing.
 - (d) TMA will ensure that NLTRA uses TMA's computerized system for online passenger reservations and credit card billing in connection with all telephone reservations. All telephone reservations will be the responsibility of NLTRA.
 - (e) TMA will collect and account for all passenger revenues collected through online passenger reservations and credit card billing, and will deposit such amounts into an account or accounts which are held by TMA solely for the Shuttle Service.
5. **Marketing and Advertising.** TMA shall be responsible for marketing and advertising the Shuttle Service to the general public in such a manner as to maximize ridership of the Shuttle Service.
6. **Management and Oversight.** TMA shall be responsible for the following in connection with oversight and management of the Operator and the Shuttle Service:

(a) TMA will oversee the day to day operations of the Operator and the Shuttle Service.

(b) TMA will provide a route schedule for the Shuttle Service to the Operator, and shall amend the route schedule as necessary or as directed by TTD.

(c) TMA will oversee the activities of the Operator to ensure that the Operator is operating the Shuttle Service in compliance with the license agreements for the Shuttle Stops.

(d) TMA will communicate and cooperate with the owners of the Shuttle Stops and shall make all reasonable efforts to minimize impacts of the Shuttle Service on other users of the Shuttle Stops.

(e) TMA will oversee the activities of the Operator to ensure that the Operator is complying with all of the terms and conditions of the Operator Agreement.

(f) TMA will cooperate with the Operator to develop a standardized passenger complaint form on which the Operator will collect information, and will ensure that the Operator is responding to all customer complaints within 24 hours, if at all possible.

(g) TMA will engage qualified third-parties to inspect the Shuttle Stops on an annual basis to ensure that the Shuttle Stops remain safe and secure and can be used to provide the Shuttle Service.

7. **Record Inspections.** TMA will inspect the records of the Operator as necessary, but at least annually, to confirm that the Operator has all licenses, approvals and permits required to provide the Shuttle Service and that the Operator has the certificates of insurance specified in the Operator Agreement.

8. **Training.** TMA shall be responsible for training the Operator in the use of TMA's computerized system for online passenger reservations and credit card billing, data collection and reporting procedures as appropriate, and the respective roles of the Operator, TTD, TMA and NLTRA in connection with the Shuttle Service.

9. **Invoicing and Payments.** TMA shall be responsible for the following in connection with invoicing and payment procedures for the Shuttle Service:

(a) TMA will be responsible for the receipt, review and approval of all monthly invoices provided by the Operator.

(b) TMA will make payments to the Operator, on behalf of TTD, using passenger revenues collected during the time period reflected in the invoice from the Operator. Passenger revenues may only be used to make payments to the Operator pursuant to the Operator Agreement, and may not be used for any other purpose or expense.

(c) Upon receipt of a valid invoice from the Operator, TMA will provide an invoice to NLTRA within five (5) business days which shall include (i) the invoice from the Operator, (ii) the amount of passenger revenues that TMA will use to pay the invoice from the Operator, and (iii) the amount of Funds that NLTRA is requested to provide to TMA to pay the invoice from the Operator.

(d) TMA will coordinate with NLTRA and confirm timely payment of all amounts due and owing to the Operator pursuant to the Operator Agreement.

(e) TMA will be responsible for the receipt, review and approval of all other invoices provided by third parties in connection with the Shuttle Service, and will confirm timely payment of all amounts due and owing to third parties.

10. **Budgeting.** TMA shall be responsible for the following in connection with budgeting and auditing for the Shuttle Service:

(a) TMA will ensure that NLTRA determines on a monthly basis whether the total amount of available Funds, when combined with actual and projected passenger revenues, is sufficient to support the Shuttle Service for the duration of the Operator Agreement.

(b) If NLTRA determines that the total amount of available Funds, when combined with actual and projected passenger revenues, is not sufficient to support the Shuttle Service for the duration of the Operator Agreement, TMA will request that NLTRA revise the budget for the Shuttle Service and will immediately notify TTD in writing.

(c) TMA will examine and audit the records of the Operator relating to the Shuttle Service as it deems necessary, or as directed by TTD.

11. **Agreement with NLTRA.** Subject to TTD approval, TMA (on behalf of TTD) shall enter into an agreement with NLTRA regarding the invoicing, payment and administrative responsibilities described herein. That agreement shall provide sufficient procedural safeguards and requirements to ensure that NLTRA is able to determine monthly whether the total amount of Funds, when combined with actual and projected passenger revenues, is sufficient to support the Shuttle Service for the duration of the Operator Agreement.

12. **Reporting.** TMA shall provide a report or reports to TTD monthly containing the following information:

(a) The total number of In-Service Vessel-Hours (as defined in the Operator Agreement) per day and for the month.

(b) A daily and monthly summary of ridership per run, the number of wheelchair users per run, and the number of bicycles boarded per run.

(c) A summary of the invoices for all fuel purchases made by the Operator indicating the number of gallons purchased and the cost per gallon.

- (d) The amount of passenger revenues collected per day and for the month.
- (e) The monthly invoice from the Operator and evidence of the amount of passenger revenues used by TMA to pay that invoice.
- (f) The monthly invoice provided from TMA to NLTRA requesting Funds and evidence of the amount of Funds used by NLTRA to pay the Operator pursuant to that invoice.
- (g) Operational reports describing the quality of service, significant operating challenges, customer complaints, and any other significant events or circumstances relating to the Shuttle Service.

13. **Compensation and Reimbursement.** TMA shall be limited to the following compensation and reimbursement in connection with the Shuttle Service:

(a) The sole compensation that TMA will receive for performance of this Agreement will be an amount to be determined pursuant to an agreement between TMA and NLTRA (currently estimated at \$20,000 annually). The amount of that compensation will be payable exclusively by NLTRA and solely from the Funds. TMA will submit requests for compensation directly to NLTRA. TMA will have no right to compensation from TTD for performance of this Agreement.

(b) TMA may be reimbursed for eligible costs incurred in connection with the performance of this Agreement pursuant to an agreement between TMA and NLTRA. Reimbursements, if any, will be made exclusively by NLTRA and solely from available Funds. TMA will submit reimbursement requests directly to NLTRA. TMA will have no right to reimbursements from TTD in connection with the performance of this Agreement.

14. **Amendment.** All or any portion of this Agreement may be amended only by a written agreement signed by TTD and TMA.

15. **Legal Representation.** TTD and TMA have been represented by separate legal counsel in connection with the preparation and execution of this Agreement. It is the parties' intent that no presumption shall arise from the identity of the drafter of this Agreement.

16. **Notice.**

- (a) Notice to TTD means notice in writing delivered to:
 District 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

- (b) Notice to TMA means notice in writing delivered to:
Jan Colyer
Executive Director
Truckee North Tahoe Transportation Management Association
P.O. Box 2566
Kings Beach, CA 96143

17. **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

18. **Venue.** Venue for any litigation regarding the interpretation, performance or enforcement of this Agreement shall be in the Superior Court of California - Placer County. 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.

19. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20. **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.

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

TAHOE TRANSPORTATION DISTRICT

TRUCKEE NORTH TAHOE TRANSIT
MANAGEMENT ASSOCIATION

By: _____

By: _____

Carl Hasty

Jan Colyer

District Manager

Executive Director

Dated: _____

Dated: _____

**FUNDING AGREEMENT
REGARDING THE NORTH LAKE TAHOE WATER SHUTTLE SERVICE**

This agreement (this “Agreement”) is made _____, 2012, between the Truckee North Tahoe Transportation Management Association (“TMA”) and the North Lake Tahoe Chamber/CVB/Resort Association (“NLTRA”).

RECITALS

WHEREAS, the Tahoe Transportation District is a special purpose district created by Article IX of the Tahoe Regional Planning Compact and has broad authority to coordinate and operate a public transportation system within the Lake Tahoe region; and

WHEREAS, TTD intends to enter into an independent operator agreement (the “Operator Agreement”) with Fineline Industries, Inc. (the “Operator”) to operate a water shuttle service to be known as the “North Lake Tahoe Water Shuttle” on behalf of TTD (the “Shuttle Service”); and

WHEREAS, TMA is a California non-profit corporation and a tax-exempt Internal Revenue Code Section 501(c)(6) organization; and

WHEREAS, TMA will manage the Shuttle Service on behalf of TTD solely within the scope, and subject to the terms and conditions, specified in the Management Agreement between TTD and TMA dated _____, 2012; and

WHEREAS, NLTRA is a California non-profit public benefit corporation that performs certain service for Placer County, California; and

WHEREAS, NLTRA submitted the funding request attached hereto as Exhibit A to the Placer County Board of Supervisors (the “Funding Request”) and the Placer County Board of Supervisors approved the Funding Request at a meeting on April 10, 2012; and

WHEREAS, the Funding Request authorizes NLTRA to use Placer County transient occupancy tax revenues in the amount of \$380,000 (the “TOT Funds”) to subsidize the Shuttle Service for a three (3) year period.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants hereinafter contained, the parties agree as follows:

1. NLTRA will subsidize the Shuttle Service in the amounts and in the years specified in the Funding Request. The total amount of TOT Funds used to subsidize the Shuttle Service shall not exceed \$380,000 for the three year period, unless a funding request for additional TOT Funds is approved by the NLTRA Board or Directors and the Placer County Board of Supervisors.

2. TMA will manage the Shuttle Service on behalf of TTD for an initial three year period scheduled to be completed by November 1, 2014 at the latest. TMA shall be entitled to receive \$20,000 annually for managing the Shuttle Service as provided in the Funding Request.
3. TMA will submit reimbursement requests to NLTRA for payments made by TMA for the items identified in the Funding Request. Reimbursement requests shall be in a form acceptable to NLTRA and shall be accompanied by invoice(s) and proof of payment by TMA.
4. Reimbursement requests must be submitted to, and approved in writing by, NLTRA's Director or Community Partnership and Planning or his designee, in order for TMA to be entitled to reimbursement. The aggregate amount of approved reimbursement requests for each item shall not exceed the amounts specified in the Funding Request, unless a reimbursement request for the excess amount is approved in advance by NLTRA's Director or Community Partnership and Planning or his designee.
5. NLTRA shall make payments to TMA within ten (10) days of receipt of a reimbursement request for eligible costs, provided that TMA has provided acceptable documentation for the reimbursement request.
6. NLTRA may require periodic reports from TMA as to any aspect of the Shuttle Service.
7. TMA shall provide a report to NLTRA regarding any changes to the Shuttle Service and any requested changes to the funding levels authorized in the Funding Request prior to submitting reimbursement requests for those changes. For good cause shown, NLTRA's Director or Community Partnership and Planning or his designee may approve changes to the Shuttle Service and revise the funding levels authorized in the Funding Request. Such approval and revisions shall not be unreasonably denied, but may require approval from the NLTRA Board or Directors and/or the Placer County Board of Supervisors.
8. TMA will provide an annual report to TMA within 60 days of completion of the operating season which will document the completion of the Shuttle Service and will reconcile all expenditures and identify any unspent passenger revenues for the Shuttle Service. Along with the annual report, TMA will turn over to NLTRA all passenger revenues not needed to pay the operator of the Shuttle Service.
9. Any dispute arising from this Agreement will be addressed by the staff of NLTRA and TMA to attempt to mediate the dispute. If the dispute cannot be resolved, either party may terminate this Agreement by providing the other party with 60 days notice in writing.
10. In the event of termination, TMA agrees to take all reasonable measures to prevent further costs to NLTRA under this Agreement, provided that NLTRA shall be responsible for any reimbursement request for eligible costs that is submitted by TMA

either before or after termination. Within 60 days of termination, TMA will turn over to NLTRA all passenger revenues not needed to pay the operator of the Shuttle Service

11. TMA shall maintain satisfactory account statements, records and other documents relating to the Shuttle Service. Account statements, records and other documents relating to the Shuttle Service shall be retained by TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by NLTRA and by the Placer County Auditor-Controller.
12. When TMA installs signage which identifies the Shuttle Service, TMA will ensure such signage identifies the roles of NLTRA and Placer County and acknowledges the funding assistance from both of those entities.
13. TMA shall perform this Agreement as an independent contractor of NLTRA and the manager for the Shuttle Service on behalf of TTD. TMA and the officers, agents and employees of TMA are not, and shall not be deemed, NLTRA or Placer County employees for any purpose. TMA shall determine, at its own risk and expense, the method and manner by which duties imposed on TMA by this Agreement shall be performed, provided, however, that NLTRA may monitor such performance.
14. Nothing in this Agreement is intended to create, nor shall it create, any contractual relationship between any third party and NLTRA or TMA.
15. This Agreement is to be interpreted in accordance with the laws of the State of California. This Agreement and the documents incorporated herein by reference constitute the entire agreement between NLTRA and TMA relating to the Shuttle Service and may not be modified except by an instrument in writing signed by both parties.

In witness whereof, this Agreement has been executed by the parties as of the date written above.

 Ron Treabess
 Director of Community Partnerships and Planning
 North Lake Tahoe Chamber/CVB/Resort Association

 Date

 Jan Colyer
 Executive Director
 Truckee North Tahoe Transportation
 Management Association

 Date

MEMORANDUM

Date: June 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Workshop Discussion on Long-Term Funding Source Development as Part of the Work Program for Fiscal Year 2013 and Possible Approval of California Assembly Constitutional Amendment 23 Support Letter or Preparation of a Support Resolution

Action Requested:

It is requested the Board discuss with Staff long-term funding source development as part of the work program for FY 2013 and provide direction, including but not limited to approval of a support letter or preparation of a support resolution for California Assembly Constitutional Amendment 23 (ACA 23).

Background:

A Board decision from the December 2011 meeting was to include a standing item on each subsequent agenda where legislative and political matters potentially affecting the District's programs could be heard and discussed. Much has transpired over the subsequent months and now that the District is contemplating a new Work Program and Budget for the 2013 Fiscal Year, a timely discussion on funding source opportunities and effort is warranted.

Discussion:

California Funding Update

The strategy for California is proposed as several fold with different timeframes and efforts. One is an opportunity that exists now at the legislature, thanks to the efforts of the Lake Tahoe Partnership. Staff believes it may be possible to change the funding Tahoe receives from the State and proposes a concept to explore and pursue. This may be the best short-term opportunity available. Another is the Cap and Trade bill (AB 1532), which is expected to pass this year and become law January 1, 2013. Once passed, the Air Resources Board is to have a three year expenditure plan by April 2013. The auction of greenhouse gas units is expected to bring \$600 million to over \$2.9 billion in revenue with three broad areas to benefit from investment including 1) clean energy; 2) low carbon transportation and infrastructure; and 3) natural resource protection. An adopted RTP and approved SCS are required for this funding source and competition with the major metro areas will be tough. The concept for funding formula change would be beneficial here as well.

A longer term prospect is participating in the California Self Help movement, which has worked well for the major urban areas in creating local funding sources for transportation system

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AGENDA ITEM: VII.B.

improvements. El Dorado and Placer Counties have yet to participate, so the opportunity exists to work with the Counties and others in the state over the next several years. One effort underway is to change the super majority threshold required. Attached are background materials, a resolution, and a letter of support for ACA 23 (Attachment A), being sponsored by Assemblyman Perea of Kern County. A number of “Aspiring Counties” are supporting this effort and have requested consideration of joining them. Staff requests the Board review, consider and discuss an action to send a letter of support or direct staff to prepare a resolution of support for next month’s meeting.

The Self Help direction fits with the Trans Sierra Concept the District has been promoting.

Nevada Funding Update

No comparable transportation efforts or opportunities exist on the Nevada side at this time with one potential exception. Nonetheless, exploring ideas and opportunities is an effort that is underway as interest and need exist in all Nevada transportation realms. With the proposed changes in the federal transportation bill, it is clear there will be less federal funds and the burden will shift to the state and local level, if implementation is going to keep pace with need.

The Governor has an economic development initiative called Moving Nevada Forward, an effort to create 50,000 jobs. While not addressed specifically as a cluster, transportation is critical to those named and therefore addressing the infrastructure and system needs is a potential opportunity with the upcoming session and budget discussions.

Federal Reauthorization Update

MAP 21 Programs – The federal transportation reauthorization bill known by its Senate version name is currently the subject of a conference negotiation between the Senate and House conferees. The bill will drastically restructure programs as we have come to know them. The bill is also a two-year bill and not a five or six-year authority. In review of the draft bill, the two program sections that most likely fit what we draw from now, the Federal Lands Highway Program, are Sections 203 - Federal Lands Transportation Program, and 204 - Federal Lands Access Program. A bill is expected to come out of the conference committee this summer. Passage in both houses is still in question.

Local

With the effort to adopt the new Regional Plan and the attention by all stakeholders at the local, state, and federal levels, underscored with SB 271 passage in Nevada, the outcome will likely articulate what each public sector level will do to implement the new plan. For transportation, that needs to include developing dedicated local funding sources that don’t exist for transit service. The Regional Plan adoption presents the political opportunity to have state and federal transportation funds dedicated to implementing what the plan identifies for the next twenty years. Local sources will leverage that potential and demonstrate local commitment.

Additional Information:

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

Attachment:

- A. California Assembly Constitutional Amendment 23 documents



2011 CA ACA 23

AUTHOR: Perea
VERSION: Introduced
VERSION DATE: 02/23/2012

BILL NUMBER: ACA 23 INTRODUCED

BILL TEXT

INTRODUCED BY Assembly Member Perea

FEBRUARY 23, 2012

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 4 of Article XIII A thereof, and by amending Section 2 of Article XIII C thereof, relating to taxation.

LEGISLATIVE COUNSEL'S DIGEST

ACA 23, as introduced, Perea. Local government transportation projects: special taxes: voter approval.

The California Constitution conditions the imposition of a special tax by a city, county, or special district upon the approval of 2/3 of the voters of the city, county, or special district voting on that tax, except that certain school entities may levy an ad valorem property tax for specified purposes with the approval of 55% of the voters within the jurisdiction of these entities.

This measure would provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of 55% of its voters voting on the proposition. The measure would also make conforming and technical, nonsubstantive changes.

Vote: 2/3. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its 2011-12 Regular Session commencing on the sixth day of December 2010, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California that the Constitution of the State be amended as follows:

First-- That Section 4 of Article XIII A thereof is amended to read:

Section 4. ~~Cities, Counties and special districts, Except as otherwise provided by Section 2 of Article XIII C, a city, county, or special district, by a two-thirds vote of the qualified electors of such district its voters voting on the proposition~~ , may impose ~~special taxes on such district~~ a special tax within that city, county, or special



**Kern Council
of Governments**

~~district~~ , except ~~an~~ ad valorem ~~taxes tax~~ on real property or a ~~transaction~~ transactions tax or sales tax on the sale of real property within ~~such City, County~~ that city, county, or special district.

Second-- That Section 2 of Article XIII C thereof is amended to read:

SEC. 2. ~~Local Government Tax Limitation.~~ Notwithstanding any other provision of this Constitution:

(a) ~~All taxes~~ A tax imposed by any local government ~~shall be deemed to be~~ is either a general taxes tax or a special ~~taxes.~~ Special purpose districts tax. A special district or agencies agency , including a school ~~districts,~~ district, has no power authority to levy a general taxes tax .

(b) ~~No~~ A local government ~~may~~ shall not impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax ~~shall is~~ not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, ~~shall may~~ continue to be imposed only if that general tax is approved by a majority vote of the voters voting in an election on the issue of the imposition, which election ~~shall be is~~ held ~~within two years of the effective date of this article~~ no later than November 6, 1998, and in compliance with subdivision (b).

(d) ~~No~~ (1) Except as otherwise provided in paragraph (2), a local government ~~may~~ shall not impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds ~~vote~~ of the voters voting on the proposition . A special tax ~~shall is~~ not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(2) The imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects under its jurisdiction, as may otherwise be authorized by law, requires the approval of 55 percent of the voters voting on the proposition. A special tax for the purpose of providing funding for local transportation projects is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate previously approved in the manner required by law. The Legislature shall define local transportation projects for purposes of this paragraph.

Exhibit A

**RESOLUTION SUPPORTING ACA 23, AN AMENDMENT TO THE CALIFORNIA
CONSTITUTION LOWERING THE VOTER THRESHOLD TO 55 PERCENT FOR LOCAL
TRANSPORTATION SALES TAX MEASURES**

WHEREAS, maintaining transportation and transit infrastructure is in the interest of all **[Jurisdiction]** residents, and;

WHEREAS, local sales tax measures help make our roads safer and reduce traffic by improving mass transit, highways and local roads, and;

WHEREAS, Assembly Constitutional Amendment 23, which would amend California's Constitution to lower the voter threshold to 55 percent for local transportation sales tax measures – is based on the principle that taxes paid at the gas pump should be used for transportation purposes, and;

WHEREAS, with our neglected transportation system needing attention, California has the third worst deteriorated roads in the nation, and more than more than 6,000 of the state's bridges and overpasses and structurally deficient or no longer meet highway safety or design standards, and;

WHEREAS, local transportation sales taxes provide a stable and ongoing source of transportation funding that will make it possible to plan for our future transportation needs, and;

WHEREAS, ACA 23 will help provide funds for cities and counties to help fix potholes, repair dangerous road conditions and improve the safety of children walking or biking to school, and;

WHEREAS, such an amendment will help speed up highway safety and traffic relief projects, and expand and improve mass transit systems, and;

WHEREAS, local sales tax measures are subject to an annual audit and standard accounting practices to ensure the projects they provide are delivered on time and on budget, and;

WHEREAS, by speeding up transportation projects thousands of new construction and other jobs will be created, our economy will be stimulated and every dollar invested in our highways will result in almost six times that in economic benefits.

NOW, THEREFORE BE IT RESOLVED BY **[JURISDICTION]**
As follows:

SECTION 1. That **[Jurisdictional Authority]** endorses and promotes the objectives and projected outcomes of an amendment to California's Constitution lowering the voter threshold to 55 percent for local transportation sales tax measures, and:

SECTION 2. That **[Jurisdictional Authority]** seeks the endorsement and support of all other city, county and state elected officials within Kern County for ACA 23, and;

SECTION 3.: That **[Jurisdictional Authority]** formally urges Kern County voters to support an amendment to California's Constitution lowering the voter threshold to 55 percent.

PASSED AND ADOPTED by **[Jurisdiction]**.

[Mayor or Chair]

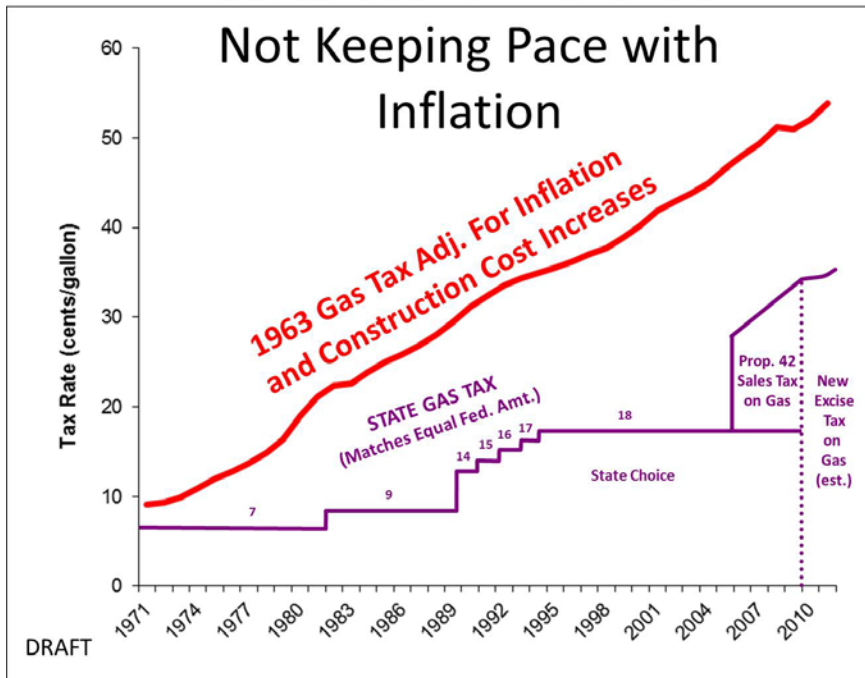
ATTEST:

[City Manager or County Administrative Officer]

APPROVED AS TO FORM:

[Jurisdiction Counsel]

State Gas Tax Revenue Not Keeping Pace with Inflation

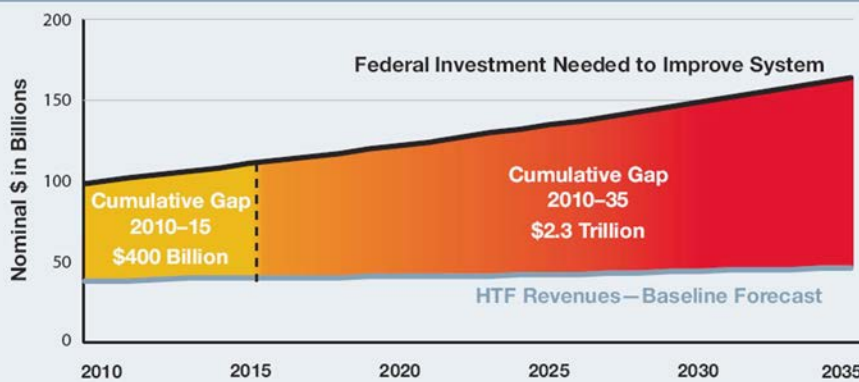


ACA 23 talking points

- Assembly Constitutional Amendment 23 recognizes that our state's neglected transportation system needs attention.
 - Fuel tax purchasing power has continued its lengthy decline over the last decade as vehicles become more fuel efficient. While particularly noticeable in California, the declining purchasing power of fuel taxes has become a nationwide problem.
 - Local governments and transportation agencies are meeting new demands for cleaner air, reduced congestion, and improved transit opportunities while facing uncertain state funding sources.
 - According to Caltrans, 53 percent of transportation capital funding in California is coming from self-help counties.
 - The existing two-thirds voter majority requirement allows local measures to be hijacked by special interests that seek payoffs to avoid their opposition.
 - Local government funding measures remain local. These funds have NEVER been seized by the state.
 - The two-thirds voter threshold for new, local transportation measures creates a nearly insurmountable hurdle for capital improvement, maintenance and public transportation projects. By the time enough voters recognize the need for such a measure, project deterioration costs have skyrocketed.
 - A measure that requires a 55 percent majority has been acceptable for school bond measures for several years.

It's a National Problem

EXHIBIT ES-3: A LARGE AND WIDENING GAP BETWEEN FEDERAL REVENUES AND INVESTMENT NEEDS, 2010-35 (in nominal dollars)



February 27, 2012

The Honorable Henry Perea
Assemblymember, 31st District
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0031

Assemblymember Perea:

Thank you for authoring Assembly Constitutional Amendment 23, which will reduce the voter threshold for local transportation sales tax measures to 55 percent. This is a fair and equitable solution to the ongoing revenue concerns California faces in attempting to solve its transportation infrastructure problems.

This amendment recognizes that our state's neglected transportation system needs attention. California has the third worst-deteriorated roads in the nation, and more than more than 6,000 of the state's bridges and overpasses are structurally deficient or no longer meet highway safety or design standards.

Furthermore, fuel tax purchasing power has continued its lengthy decline over the last decade as vehicles become more fuel efficient. While particularly noticeable in California, the declining purchasing power of fuel taxes has become a nationwide problem. After adjusting to account for growth in construction costs, the average state's gas tax rate has effectively fallen by 20 percent, or 6.8 cents per gallon since the last time it was increased.

Today, local governments and transportation agencies are meeting new demands for cleaner air, reduced congestion, and improved transit opportunities while facing uncertain state funding sources. If enacted by the Legislature and approved by the voters, ACA 23 has the potential to aid in the fight to keep our roads, highways and public transportation networks safe and efficient.

Many small counties have won majority votes for local transportation improvement sales taxes, but were unable to make the two-thirds requirement. Supporting ACA 23 gives counties majorities to establish their own measures to address transportation needs that are best understood at the local level. By giving these important measures a fighting chance, all regions of California, including the unique economies of the San Joaquin Valley, can participate in building a stronger transportation network. Now is a good time to help county majorities establish their own measures to fund badly needed transportation improvements.

Again, thank you for your work sponsoring this amendment. We believe it is an issue whose time has come.

Robert Ball, Executive Director
Kern Council of Governments

MEMORANDUM

Date: June 4, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Tahoe Transportation District's Proposed Work Program and Budget for Fiscal Year 2013

Action Requested:

It is requested the Board approve the proposed work program and budget for Fiscal Year 2013 (FY 2013).

Background:

Last month, the Board reviewed the proposed Work Program and Budget for FY 2013 and provided input to the Staff for recommended changes. That has been done. The discussion below is largely the same as presented last month with some changes based on the input received.

Near the end of last fiscal year, Staff and the Board had a workshop in which a major push was discussed to address long-term funding for capital project construction, and transit and agency operations over a two-year period. One year has passed with progress on project construction, transit and agency operations, but little else in dedicated sources, including the passage of a federal transportation bill reauthorization or District general fund. This coming fiscal year will require a very concerted effort to positively affect the long-term funding sources. Opportunities and strategies are developing to that end as discussed earlier.

This proposed budget and work program will be the fourth full fiscal year since the Board hired a District Manager and subsequent staff. In the prior three fiscal year periods, the full capital program has been launched and is into the environmental document phase, with the passenger ferry the last project preparing to go to scoping; administration and operation of the south shore transit system; seven bus shelters constructed and preparations to construct more; construction beginning on the first segment of bike trail on the Nevada side; Nevada Department of Transportation's (NDOT) start of construction of the Incline roundabout with the District's sponsorship; and the launch of both a pilot off-highway parking and shuttle service on the SR 28 corridor from Incline to Sand Harbor and a water shuttle service with our partners at the north shore who have worked hard to bring that to reality.

With the action by Congress to approve a final continuing resolution for the current federal fiscal year, staff expects to receive one more allocation, which will provide project planning funds through the end of the District's 2015 fiscal year. The outcome of the latest effort to reauthorize

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AGENDA ITEM: VII.C.

the federal transportation bill and the changes it proposes will dictate the future allocation of project planning funds.

Discussion:

The District's FY 2013 work program and budget continues to reflect three major work areas: projects and capital program, administration and agency development, and transit. A fourth element was discussed at the beginning of last year and that was the incorporation of the Metropolitan Planning Organization (MPO) function upon development and agreement of a transition plan. With the Regional Plan Update and Regional Transportation Plan Update now entering the review and approval process, it is the time to formally propose a transition as part of the implementation efforts for the new plans, including consideration of the Regional Transportation Planning Agency function.

The summary Work Element outline for FY 2013 is found in Attachment A. The work program structure remains consistent with the past.

Administrative – Three major goals were targeted for FY 2012, financial and capital project management software acquisition, employee handbook development, and securing a line of credit. A fourth and fifth goal were added during the year to develop Title VI and DBE Compliance policies, and construction services procurement policies. The software has been acquired and will be fully operational by the end of the fiscal year, a draft handbook has been prepared, a \$500,000 line of credit has been established with Nevada State Bank, Title VI and DBE is completed, and a contract and task order issued for construction procurement policy development.

For FY 2013, no new initiatives are proposed. The primary work will be refining and perfecting our business management systems. This includes completing the policy development work for human resource management and construction services procurement. The increasing compliance demand as the District's budget sources have grown and diversified, along with the increase of activities for planning and construction across the concurrent project efforts, has created a need for an additional one and one-half person year hours. The Board gave conceptual approval for making the Executive Assistant/Clerk to the Board full-time for the District, and for adding a contract support position for project management and accounting compliance. This time is included in the work program and budget.

Aquabus Project and Potential Water Shuttle Pilot – The highlights of the current fiscal year goals were to conclude the FTA alternative analysis for the project and determine the feasibility of a pilot project in advance of the passenger ferry. Both have been accomplished. In regard to the pilot project, the pilot is on the verge of implementation for the summer season, thanks to the extraordinary efforts of the north shore partners at the Truckee North Tahoe-Transportation Management Association and North Lake Tahoe Resort Association.

For FY 2013, the primary focus will be the environmental document development for the Aqua Bus. If possible, a market survey will also be conducted to assess potential ridership from the tourist base population. The pilot water shuttle service operation for the north shore will be through the District's partners.

CH/jw

AGENDA ITEM: VII.C.

Bus Shelters – The FY 2012 target was to construct ten shelters, five in the City of South Lake Tahoe (CSLT) and five in Douglas County. A total of seven were successfully constructed (four in CSLT, three in Douglas County), right of way acquisition issues prevented construction of two in Douglas County.

In FY 2013, Staff plans to construct five to eight more bus shelters for the south shore transit system in the CSLT, pending right of way availability.

Environmental Documentation – The FY 2012 goal was to have all major projects in the environmental document phase. The last coming forward is the Aqua Bus, with the other projects already engaged. The cumulative analysis for the programmatic document related to the Regional Transportation Plan is out for public comment.

For FY 2013, Staff expects to have all the major projects move into the environmental document certification process, design for permitting, and permitting process.

Stateline to Stateline South Demo Bike Trail – In FY 2012, it was expected the project would move into the construction phase. That is occurring and the project has received five bid proposals for the section between Kahle Drive and Elks Point Road. A special Board meeting in June may be required to award the project. This is a major step forward for the District in construction.

FY 2013, work will be the contracting and oversight of construction, as well as working with NDOT to develop the Construction Manager at Risk process for the Round Hill section of the trail. Construction on that section should commence next field season in partnership with NDOT.

SR 28 Corridor and North Demo Bike Trail – The FY 2012 major goals were the next phase of design and analysis for the bike trail, planning for seasonal transit shuttle service, and initiation of a Corridor Management Plan for SR 28 on the Nevada side. An environmental assessment (EA) and 30% design is underway for the trail, transit service has been planned and is ready for startup in June, and the Corridor Management Plan is underway.

FY 2013 goals are the completion of the EA and beginning the permitting process, operation of the transit service, and completion of the Corridor Management Plan.

Meeks Bay Bike Trail – The goal for FY 2012 was to move into the environmental analysis phase, which has been accomplished.

For FY 2013, Staff expects to conclude environmental analysis and move into the permitting phase. If funding can be found for construction, then preparation for that will also commence.

Meyers – For FY 2012, Staff proposed that El Dorado County staff take the lead to address traffic operational and safety improvements in the US 50 Meyers corridor, spanning from the Pioneer Trail intersection to the North Upper Truckee intersection. Expected results are a corridor management plan and the development of alternatives. This did not occur.

Staff proposes no goals for work in Meyers by the District in FY 2013.

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AGENDA ITEM: VII.C.

MPO – No specific goals were specified in the FY 2012 work program to address the potential merger of the Tahoe Metropolitan Planning Organization (TMPO) work program with the District, as no firm timetable had been established. Since the TMPO has its own developed work program called the Overall Work Program (OWP), budget, and funding sources, which the Board has seen and made its recommendation, Staff proposed that it be adopted as a whole, once a timetable had been established and corresponding actions had been taken. No timetable or actions were taken.

For FY 2013, a decision, and corresponding effort, is proposed to be made for having the TMPO and Regional Transportation Planning Agency (RTPA) function possibly consolidate with the District. With the proposed new Regional Plan adoption by Tahoe Regional Planning Agency (TRPA) and a renewed focus on implementation to achieve environmental gain, the time is correct for this discussion on how best to address both transportation system needs and threshold attainment. Regardless of the decision, a Cooperative Agreement between TRPA and the District as the two bi-state agencies working to protect, restore, and improve the Region, while addressing the needs and services of the transportation system is needed.

Transit – The goals for FY 2012 was to continue with the transition of the south shore system under the District, including improving the fleet and operations. Staff expected to replace four buses and a trolley, install an AVL system and electronic fare box system on the fleet, and improve security and yard operations in the fiscal year. A new contract operator was also expected to be on board by the beginning of the fiscal year. All of these have been done or are in the process of completion, in regard to electronic fare box and the delivery of a trolley. In addition, the “triangle plan” was launched and successfully implemented.

In FY 2013, Staff has the potential to expand public and private sector participation in the system and some service routes. One expansion of the service plan discussed is the pilot seasonal shuttle on SR 28. Another goal is the development of a capital facilities plan for operations. Completing the technological upgrades to the fleet and yard will be done. Addressing mobility service needs for riders is also a goal dependent on additional funding. If the funding is awarded, a contract position to fill the mobility service role may be brought forward and included in the work program and proposed budget at a future date. Lastly, resolution to MV lawsuit is also a goal.

Fiscal Analysis:

A preliminary summary budget of revenues and expenses is attached (Attachment B). With projects and transit, the projected budget totals approximately \$16.7 million this coming fiscal year, compared to last year’s projected budget of \$14.2 million (actual now projected to be closer to \$10 million). The reason for the increase is attributed to the continuing work on the environmental documents and the construction of projects.

The funding sources available for the work program in the coming fiscal year continue to be varied and complicated. In general, the project planning work will be supported by the Federal Lands Highway (FLH) half percent funds, Southern Nevada Public Lands Management Act (SNPLMA), or Question 1 (NV) funds as the project phase dictates. The first allocation of FLH funds was drawn down and closed out as planned by the end of the FY 2011 fiscal year. The

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AGENDA ITEM: VII.C.

second allocation will be close to being drawn down at the end of FY 2012. The third allocation is available for FY 2013 work.

Transit funding sources include Federal Transit Administration (FTA) funds from programs 5311, 5309, 5311 ARRA, 5308, Congestion Mitigation and Air Quality (CMAQ), Rental Car Mitigation Funds (RCMF), Transit Development Act (TDA), Prop 1B TSSSDRA & PTMISEA, and private sector contributions dependent on whether the use is transit operations or capital acquisition.

Other funds available to the District are member and regional contributions to the District's general fund. This is our weakest source of funding support.

The preliminary budget includes a four percent increase in staff salary costs. It also includes increasing the Executive Assistant/Clerk to the Board to a full-time position from the cost sharing relationship the District has had with the TMPO; and a full-time staff support position for accounting and project management. The latter position will be a contract position.

Work Program Analysis:

Approval of the staffing levels will bring the District from a staff of six and one-half full-time position equivalents to eight. FY 2012 work program and budget approval anticipated two additional transit staff positions which would have brought the District staffing levels to eight and one-half full time equivalents. In FY 2012, the District Manager and Staff determined the two positions were not needed for the year on District Staff. The addition of construction activity and implementation of projects, combined with compliance demands requires additional support staff time. This work program can be accomplished with this staffing level, combined with the use of contractor project leads.

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. FY 2013 Work Program Work Elements
- B. FY 2013 Proposed Budget

FY 2013 WORK ELEMENTS

WORK ELEMENT 1: TTD ADMINISTRATION AND OUTREACH

TASKS

- 1.1 – Board Relations, Policy Meetings, Community Relations
- 1.2 – Work Program and Budget Development and Management
- 1.3 – Report/Coordinate with TMPO and Federal Highways

WORK ELEMENT 2: PROGRAM MANAGEMENT FOR PROJECTS AND SERVICES

TASKS

- 2.1 – Strategic Plan Development
- 2.2 – Capital Improvement Program Development and Management
- 2.3 – Service Improvement Program Development and Management
- 2.4 – Informed Decision Program Development and Management
- 2.5 – Fiscal Administration and Controls, Risk Management, Record Keeping

WORK ELEMENT 3: TTD PROJECT DEVELOPMENT AND IMPLEMENTATION

TASKS

- 3.1 – US 50 Stateline Corridor Project
- 3.2 – Lake Tahoe Ferry/Waterborne Project
 - 3.2.1 – FTA Alternatives Analysis (*inactive as of FY12*)
 - 3.2.2 - Water Transit Pilot
- 3.3 – Nevada Stateline to Stateline Bikeway Project
 - 3.3.1 – South Demo-Phase I
 - 3.3.1B - Construction
 - 3.3.2 – North Demo-Phase II
 - 3.3.3 – Central Corridor-Phase III
- 3.4 – SR 89 Realignment-Fanny Bridge Project
- 3.5 – SR 28/431 Operational/Safety Improvement Project
- 3.6 – Other Projects
- 3.7 – El Dorado East (*inactive as of FY12*)
- 3.8 – Transit Shelters
 - 3.8.1 – California Phase I
 - 3.8.2 – Nevada Phase I
 - 3.8.3 – California Phase II
 - 3.8.4 – Nevada Phase II
- 3.9 – Meeks Bay Bike Trail
- 3.10 – SR 28 Corridor Management Project

WORK ELEMENT 4: TTD TRANSIT SERVICE AND ASSET MANAGEMENT

TASKS

- 4.1 – Apply for and Manage Transit Grants
- 4.2 – Manage TTD Insurance Policy
- 4.3 – Manage TTD Assets and Procurement Process
- 4.4 – Liaison with Local and Regional Public and Private Transit Operators and Transportation Management Associations
- 4.5 – Regional Transit Marketing Program
- 4.6 – North Shore Water Transit
- 4.7 – Transit System Administration

WORK ELEMENT 5: CAPACITY DEVELOPMENT FOR PROJECTS AND TRANSIT SERVICE

TASKS

- 5.1 – Regional Revenue Development for Transportation Program
- 5.2 – Legislative/ Association Coordination/ Development/ Outreach
- 5.3 – Planning and Resource Coordination/ Development (SCS, RPU)

Tahoe Transportation District
Proposed Budget
Fiscal Year 2013

ATTACHMENT B

	Projected Year-End FY 2012	Preliminary Budget FY 2013
Capital Improvement Projects		
Bikeway - So. Demo Construction Funding	168,039	2,222,901
Bikeway - So. Demo Construction Expenditures	<u>(168,039)</u>	<u>(2,222,901)</u>
Net (+ / -)	0	0
FLH 1/2 Percent Funding	2,490,204	5,174,589
FLH 1/2 Percent Expenditures	(2,449,835)	(5,174,589)
FLH 1/2 Percent Other Funds	<u>(40,369)</u>	<u>0</u>
Net (+ / -)	0	0
SNPLMA - US 50 Funding	434,264	452,120
SNPLMA - US 50 Expenditures	<u>(434,264)</u>	<u>(452,120)</u>
Net (+ / -)	0	0
Bikeway - No Demo Scenic Byways	130,000	93,000
Bikeway - No Demo Q1	19,177	37,986
Bikeway - No Demo	<u>(149,177)</u>	<u>(130,986)</u>
Net (+ / -)	0	0
FTA 5309 CA Shelters / Transit Equip / Preventative Maintenance	285,965	189,035
FTA 5309 Match	71,493	152,834
FTA 5309 Expenditures	(10,937)	(11,857)
FTA 5309 Other Funds	<u>(346,521)</u>	<u>(330,012)</u>
Net (+ / -)	0	0
ARRA 5311 NV Shelters	104,642	55,358
ARRA 5311 Match	773	7,227
ARRA 5311 NV Shelters Expenditures	(8,317)	(7,328)
ARRA 5311 NV Shelters Other Funds	<u>(97,098)</u>	<u>(55,257)</u>
Net (+ / -)	0	0
ARRA 5311 AVL / Electronic FareBoxes	225,000	25,000
ARRA 5311 AVL / Electronic FareBoxes Exp.	0	0
ARRA 5311 AVL / Electronic FareBoxes Other Funds	<u>(225,000)</u>	<u>(25,000)</u>
Net (+ / -)	0	0
NDOT FTA 5309 Trolley / Buses	184,316	102,964
NDOT FTA 5309 Match	46,079	25,741
NDOT FTA 5309 Trolley Expenditures	(250)	(250)
NDOT FTA 5309 Trolley Expenditures	<u>(230,145)</u>	<u>(128,455)</u>
Net (+ / -)	0	0
NDOT 5308 Placer / TTD - Bus/Trolley Funding	0	1,000,000
NDOT 5308 Placer / TTD - Bus/Trolley Match	0	250,000
NDOT 5308 Placer / TTD - Bus/Trolley Expenditure	0	0
NDOT 5308 Placer / TTD - Bus/Trolley Expenditure	<u>0</u>	<u>(1,250,000)</u>
Net (+ / -)	0	0

Tahoe Transportation District
Proposed Budget
Fiscal Year 2013

ATTACHMENT B

	Projected Year-End FY 2012	Preliminary Budget FY 2013
Prop 1B Funding	0	1,333,915
Prop 1B Expenditures	0	0
Prop 1B Other Funds	0	(1,333,915)
Net (+ / -)	0	0
Prop 1B TSSSDRA Funding	16,445	53,772
Prop 1B TSSSDRA Expenditures	0	0
Prop 1B TSSSDRA Other Funds	(16,445)	(53,772)
Net (+ / -)	0	0
ARRA 5311 Buses	566,208	0
ARRA 5311 Buses Expenditures	(3,793)	0
ARRA 5311 Buses Other Funds	(562,415)	0
Net (+ / -)	0	0
General Fund		
Revenues		
Administrative Support Revenue	108,779	105,498
CNG Fuel Sales	133,500	134,098
Rental Car Mitigation Fees	75,000	75,000
Contributions	55,159	44,159
USFS SNPLMA Funding	142,424	0
Expenditures		
Administrative Support Expenditures	(111,460)	(110,850)
CNG Expenditures	(131,458)	(134,098)
Rental Car Mitigation Expenditures	(60,325)	(72,238)
General Expenditures	(127,192)	(945,513)
Other Funds	(66,895)	906,250
Net (+ / -)	17,532	2,306
Transit Operations		
Transit Revenues	4,627,382	5,173,784
Transit Expenditures	(5,222,371)	(5,859,252)
Transit Other Funds	1,584,888	2,270,161
Net (+ / -)	989,899	1,584,693

Tahoe Transportation District
Proposed Budget
Fiscal Year 2013

ATTACHMENT B

RECAP	Projected Year-End FY 2012	Preliminary Budget FY 2013
Revenue	9,884,849	16,708,981
Expenses	(8,877,418)	(15,121,982)
Other Funds	<u>0</u>	<u>0</u>
Net (+ / -)	1,007,431	1,586,999

CIP Fund Balance	0
FY 2013 (+ / -)	0
Fund Balance @ 6/30/13	0

General Fund Balance	86,819
FY 2013 (+ / -)	2,306
Fund Balance @ 6/30/13	89,125

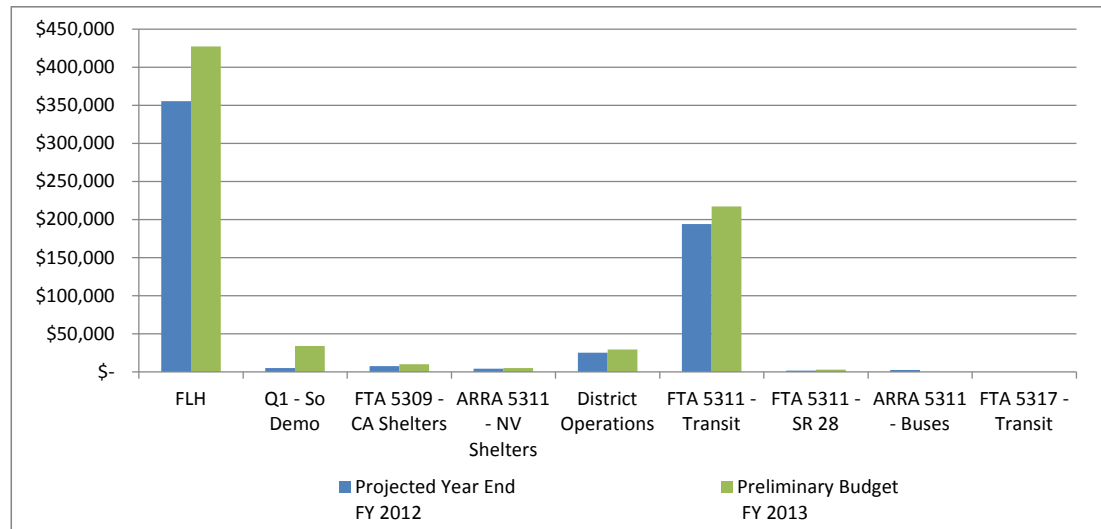
Transit Unrestricted Fund Balance	1,017,885
FY 2013 (+ / -)	1,584,693
Fund Balance @ 6/30/13	2,602,578

Tahoe Transportation District
 Personnel Preliminary Budget
 Fiscal Year 2013

ATTACHMENT B

Personnel Costs

	Projected Year End FY 2012	Preliminary Budget FY 2013	
FLH	\$ 355,543	\$ 427,164	58.7%
Q1 - So Demo	5,112	34,181	4.7%
FTA 5309 - CA Shelters	7,651	10,299	1.4%
ARRA 5311 - NV Shelters	4,406	5,088	0.7%
District Operations	25,493	29,763	4.1%
FTA 5311 - Transit	194,070	217,356	29.9%
FTA 5311 - SR 28	1,822	3,291	0.5%
ARRA 5311 - Buses	2,819	-	
FTA 5317 - Transit	-	-	
Total	\$ 596,916	\$ 727,142	



PERSONNEL	FLH	Q1 So Demo	FTA 5309 CA Shelters	ARRA 5311 NV Shelters	District Operations	FTA 5311 Transit	FTA 5311 Transit - SR 28	FTA 5317 Transit	TOTAL	Addtl Positions Isolated	Costs Excluding Addtl Staff
Salaries & Wages	300,124	24,103	7,246	3,592	21,363	156,817	2,396	0	515,641	66,611	449,030
Admin/Vacation/Sick	39,147	3,144	945	468	2,786	20,454	313	0	67,257	8,688	58,569
Medicare	4,919	395	119	59	350	2,570	39	0	8,451	1,091	7,360
FICA	1,136	32	8	8	65	243		0	1,492	1,492	0
Retirement	25,674	2,137	645	314	1,848	13,867	217	0	44,702	4,096	40,606
Medical Insurance	47,835	3,749	1,139	551	2,856	19,151	263	0	75,544	16,068	59,476
Dental	4,336	336	106	50	247	2,141	31	0	7,247	1,390	5,857
Life/ STD	1,403	102	32	16	88	736	11	0	2,388	470	1,918
Vision	748	56	18	9	44	379	6	0	1,260	240	1,020
Worker's Comp	1,842	127	41	21	116	998	15	0	3,160	592	2,568
TOTALS	427,164	34,181	10,299	5,088	29,763	217,356	3,291	0	727,142	100,738	626,404
Administrative Support Costs							110,000			110,000	
Divided By Total Personnel Costs							727,142			626,404	
Projected Admin Support Rate							15.1%			17.6%	
Admin Costs	64,620	5,171	1,558	770	4,502	32,881	498	0	110,000	0	0

Tahoe Transportation District
Capital Improvement Proposed Budget
Fiscal Year 2013

ATTACHMENT B

	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
Revenues:				
Bikeway -South Demo Construction		168,039		2,222,901
FHWA - Recreation Trails	20,000		179,405	
Question 1	148,039		972,054	
NDOT	0		985,200	
NV Division of State Lands	0		50,000	
TRPA Mitigation Fees	0		36,242	
FLH Half Percent		2,490,204		5,174,589
Round 2			150,000	
Round 3			3,639,375	
Round 4			1,385,214	
SNPLMA - US 50		434,264		452,120
Bikeway - North Demo		149,177		130,986
FHWA NV - Scenic Byways	130,000		93,000	
Question 1 - Match	19,177		37,986	
FTA 5309		285,965		189,035
CA Shelters	133,790		113,036	
Transit Equipment & Preventative Maintenance	152,175		75,999	
Prop 1B PTMISEA Match		48,017		130,671
CA Shelters	31,612		109,713	
Transit Equipment & Admin	16,405		20,958	
Classic Car Proceeds		1,837		16,163
Transit Match		16,639		6,000
In Kind Contribution		5,000		0
ARRA 5311 NV Shelters		104,642		55,358
Douglas County		773		7,227
ARRA 5311 AVL Equipment/Electronic FareBox		225,000		25,000
NDOT FTA 5309 Trolley / Bus		184,316		102,964
Prop 1B Match		46,079		25,741
FTA 5308 Placer / TTD - Bus / Trolley Purchases		0		1,250,000
Placer Bus			125,000	
Placer Match			31,250	
TTD - 5 Buses, 1 Trolley			875,000	
Prop1B PTMISEA Match - Pending			218,750	
Prop 1B PTMISEA		0		1,333,915
Electronic Fareboxes			200,190	
Bus Purchases - Pending			125,433	
Facility Improvements			8,292	
Facility Improvements - Pending			250,000	
Fueling Station Modernization - Pending			750,000	

Tahoe Transportation District
Capital Improvement Proposed Budget
Fiscal Year 2013

ATTACHMENT B

	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
CIP Revenues Continued				
Prop 1B TSSSDRA				
Security Cameras (Buses)		16,445		53,772
ARRA 5311 Buses		566,208		0
Total Revenues:		4,742,605		11,176,442
 Expenditures:				
Bikeway - South Demo Construction		168,039		2,222,901
Personnel	5,112		34,181	
Capital Project	122,250		1,852,680	
Contingency	0		300,869	
Professional Services - Legal	3,700		0	
Insurance	33,459		0	
Interest	0		30,000	
Other	2,500		0	
Admin Support	1,018		5,171	
Construction Costs			-2,339,258	
Contribution to Douglas County			2,339,258	
 FLH Half Percent		 2,490,204		 5,174,589
Personnel	355,543		427,164	
Capital Projects	1,201,385		3,676,545	
Program Management	824,407		1,006,260	
Equipment including Software	40,369			
Administrative Support	68,500		64,620	
Reimbursed Capital	-40,369			
Capital Outlay	40,369			
 SNPLMA - US 50				
Capital Projects		434,264		452,120
 Bikeway - North Demo Capital Projects		 149,177		 130,986
 FTA 5309 CA Shelters		 357,458		 341,869
Personnel	7,651		10,299	
Capital Project	156,302		227,055	
Transit Equipment	96,026		38,674	
Transit Buses/Tacoma	11,000		34,283	
Transit Preventative Maintenance	83,193		30,000	
Professional Services - Legal	500		0	
Other	1,325		0	
Administrative Support	1,461		1,558	
Reimbursed - Shelters	-156,302		-227,055	
Reimbursed - Capital Equipment	-107,026		-72,957	
Reimbursed - Preventive Maintenance	-83,193		-30,000	
Capital Outlay - Transit Fund	263,328		300,012	
PM Outlay - Transit Fund	83,193		30,000	

Tahoe Transportation District
Capital Improvement Proposed Budget
Fiscal Year 2013

ATTACHMENT B

	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
CIP Expenditures Continued				
ARRA 5311 NV Shelters		105,415		62,585
Personnel	4,406		5,088	
Capital Project	97,098		55,257	
Professional - Legal	2,130		370	
Other	1,008		1,100	
Administrative Support	773		770	
Reimbursed Shelters	-97,098		-55,257	
Capital Outlay - Transit Fund	97,098		55,257	
ARRA 5311 AVL / FareBox		225,000		25,000
AVL Equipment	125,000		25,000	
FareBoxes	100,000		0	
Reimbursement Equipment	-225,000		-25,000	
Capital Outlay - Transit Fund	225,000		25,000	
NDOT FTA 5309 Trolley		230,395		128,705
Trolley	230,145		0	
Buses			128,455	
Other	250		250	
Reimbursement Equipment	-230,145		-128,455	
Capital Outlay - Transit Fund	230,145		128,455	
FTA 5308 Placer / TTD - Bus/Trolley		0		1,250,000
* Placer Bus - Pending			156,250	
* TTD 5 Buses, 1 Trolley - Pending			1,093,750	
Reimbursement Equipment			-1,250,000	
Capital Outlay - Transit Fund			1,093,750	
Capital Outlay - General Fund			156,250	
Prop 1B PTMISEA		0		1,333,915
Electronic Fareboxes			200,190	
* Bus Purchases - Pending			125,433	
Facility Improvements			8,292	
* Facility Improvements - Pending			250,000	
* Fueling Station Modernization - Pending			750,000	
* Reimbursement Equipment - Pending			-325,623	
* Reimbursement Facilities/Modernization - Pending			-1,008,292	
* Capital Outlay - Pending Transit Fund			583,915	
* Capital Outlay - Pending General Fund			750,000	
Prop 1B TSSSDRA		16,445		53,772
* Bus Security Cameras - Pending	16,445		53,772	
Reimbursement Equipment	-16,445		-53,772	
Capital Outlay - Transit Fund	16,445		53,772	
ARRA 5311 Buses		566,208		0
Personel	2,819			
Capital Project (4 Buses)	562,415			
Other (Inspection, Registration)	568			
Administrative Support	406			
Reimbursement Equipment	-562,415			
Capital Outlay - Transit Fund	562,415			
Total Expenditures:		4,726,160		11,176,442

Tahoe Transportation District
 General Fund Proposed Budget
 Fiscal Year 2013

ATTACHMENT B

	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
Revenues:				
Administrative Support		108,779		105,498
Transit	36,621		33,379	
FLH	68,500		64,620	
Q1 - South Demo	1,018		5,171	
FTA 5309 - CA Shelters	1,461		1,558	
FTA 5311 - NV Shelters	773		770	
ARRA 5311 - Buses	406			
CNG Fuel Sales		133,500		134,098
Rental Car Mitigation Fees		75,000		75,000
Contributions		55,159		44,159
NLTRA			9,000	
The Ridge	35,159		35,159	
TRPA	20,000			
USFS - SNPLMA		142,424		
Total Revenues:		514,862		358,755
Expenditures:				
Administrative Support		111,460		110,850
Rent	26,364		32,000	
Utilities	2,076		3,000	
Vehicles	6,000		0	
Professional Services - TRPA	71,076		69,000	
Supplies	5,724		6,000	
Post Office Box	220		250	
Dues & Subscriptions			600	
CNG Fuel		131,458		134,098
Insurance	3,639		3,900	
Rent	5,000		5,700	
Utilities	102,500		104,148	
Management Fees (Pinnacle)	20,000		20,000	
Permits & Fees	319		350	
Rental Car Mitigation Fees		60,325		72,238
Professional - Auditing	5,000		5,100	
Professional - Legal	12,000		15,000	
Transit Mgmt: South Shore	20,000		20,000	
Transit Mgmt: North Shore	20,000		20,000	
Advertising			1,000	
Travel & Training	3,325		10,138	
Auto Misc			1,000	
General		127,192		945,513
Personnel	25,493		29,763	
Professional Services			7,500	
Professional - Legal	5,000		0	
Dues			1,000	
Reproduction & Printing	670		1,000	
Legislative Outreach	20,500		0	
Equipment over \$5,000	40,369		906,250	
USFS SNPLMA - Pass through	35,160			

Tahoe Transportation District
 General Fund Proposed Budget
 Fiscal Year 2013

ATTACHMENT B

	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
Total Expenditures		430,435		1,262,699
Net prior to Other Funding Sources		84,427		-903,944
Other Funding Sources				
Capital Outlay		40,369		906,250
Transfer - Transit SNPLMA		-107,264		
Net Increase / (Decrease)		17,532		2,306

Tahoe Transportation District
BlueGo Transit System Proposed Budget
Fiscal Year 2013

ATTACHMENT B

Revenues:	FY 2012 Detailed Break Out	Projected Year-End FY 2012	FY 2013 Detailed Break Out	Preliminary Budget FY 2013
Farebox Revenue		585,000		579,661
Farebox	585,000		620,000	
Save the Air Program (CMAQ)	0		-40,339	
Contributions		1,153,943		1,250,376
Vail Resorts - Heavenly	937,922		943,173	
The Ridge	118,535		105,478	
Aramark	0		30,000	
Carson Valley Inn	0		75,000	
Grace Academy	10,725		10,725	
STPUD	16,761		16,000	
Rental Car Mitigation Fees	20,000		20,000	
Douglas County	50,000		50,000	
TDA		1,282,167		1,051,577
LTF	877,220		672,929	
STA	404,947		378,648	
Federal/State Funding Sources:		1,606,272		2,292,170
FTA 5311 - NDOT	1,195,258		1,739,249	
FTA 5311 - Caltrans	92,992		92,992	
CMAQ	15,000		100,000	
FTA 5311 - CalTrans CMAQ	200,000		0	
FTA 5311 - NDOT (SR 28)	60,272		85,768	
SNPLMA - Match SR 28	40,181		57,179	
SNPLMA - Route 30	0		148,253	
RTAP - Caltrans	1,411		1,500	
RTAP - NDOT	1,158		2,000	
FTA 5317 - NDOT	0		65,229	
FTA 5309 - Preventative Maintenance	0		0	
Total Revenues:		4,627,382		5,173,784
Expenditures				
Operating:		4,251,997		4,912,770
Contract Operator	2,888,839		3,370,908	
Vehicle Fuel	614,581		749,983	
Insurance	271,225		160,000	
Professional Services	41,715		114,752	
Facility Rent	131,400		172,260	
Advertising Public Relations	68,805		121,166	
Vehicle Repair	151,454		90,001	
Facility Utilities	35,592		62,000	
Reproduction & Printing	21,790		36,000	
Telephone - System	25,094		30,500	
Sales Tax on Fuel	1,502		3,700	
Legal Notices	0		1,500	
Administrative:		271,734		303,276
Personnel	195,892		220,647	
Administrative Support	36,621		33,379	
Professional Services - Legal	22,348		17,000	
Professional Services - Auditing	8,720		12,000	
Training & Travel	4,335		15,500	
Licenses & Permits	2,359		2,500	
Subscriptions & Publications	1,459		2,000	
Supplies	0		250	

Tahoe Transportation District
BlueGo Transit System Proposed Budget
Fiscal Year 2013

ATTACHMENT B

Unallowable	698,640		643,206
Professional Services - Legal (MV vs STATA)	25,000		51,000
El Dorado County Transit Market Survey Contribution	0		10,000
Additional Unallowable			
Professional Services - SNPLMA	0		36,000
Transit Reserve	71,195		0
Bank & CC Fees	3,006		7,481
Capital Match	16,639		6,000
LOC Fees	2,500		2,500
Financing Fee	300		225
Depreciation	530,000		530,000
Equipment under \$5000	50,000		0
Total Expenditures:	5,222,371		5,859,252
Transit Operations Net + / - Prior to Other Fund Sources	-594,989		-685,468
Other Funding Sources	1,584,888		2,270,161
Capital Outlay			
FTA 5309 - Shelters	156,302		227,055
FTA 5309 - Equipment	107,026		72,957
ARRA 5311 - NV Shelters	97,098		55,257
ARRA 5311 - AVL/Fareboxes	225,000		25,000
NDOT 5309 - Trolley/Bus	230,145		128,455
FTA 5308 - Buses - PENDING	0		1,093,750
Prop 1B PTMISEA - PENDING	0		583,915
Prop 1B TSSSDRA PENDING	16,445		53,772
ARRA 5311 Buses	562,415		0
Preventive Maintenance	83,193		30,000
Transfers	107,264		0
Transit Operations Net + / -	989,899		1,584,693

MEMORANDUM

Date: June 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Update of Progress, Discussion, and Possible Direction on the Incline Gateway Project, the East Shore Express Project, and America's Most Beautiful Bikeway South Demo Project, and the US 50 South Shore Community Revitalization Project

Action Requested:

It is requested the Board hear the Staff report and discuss with them any input and possible direction.

Background:

Periodically, Staff updates the Board on the District's Program of Projects and discusses progress and future actions.

Discussion:

The District's Program of Projects continues to move forward with more projects moving into the construction phase and others more deeply into the environmental evaluation and design phase. Among the highlights this month:

Incline Gateway

The District sponsored this roundabout intersection safety improvement project with Nevada Department of Transportation (NDOT) at the intersection of SR 28 and SR 431 in Incline Village in 2009. The project has begun and is being constructed by Q&D for NDOT, as part of the erosion control improvements of SR 28 and SR 431. It has been reported to Staff by NDOT that the gas pipeline has been relocated after some delays, and that the roundabout is expected to be completed in October of this year. Staff continues to monitor the progress of this project and inform the public about progress on the project, including landscaping and gateway features.

East Shore Express

The two-year summer seasonal pilot shuttle project between Incline Village and Sand Harbor State Park is in the first stages of implementation. Final approvals from the Washoe County School District and Washoe County have been received, vendor agreements secured, permit approvals received, the public outreach campaign initiated, bus operations in preparation, and NDOT installing the new no parking zone and enforcement signs in time for the shuttle to begin June 15.

America's Most Beautiful Bikeway – South Demo

The 1B phase of the trail from Kahle Drive to Elk's Point Road in Douglas County has gone to bid for construction with bids received on June 1. Supplemental funding agreements with both NDOT and Nevada Division of State Lands (NDSL) made it possible to bid the entire phase, not just the parking and bathroom facilities. Staff would like to acknowledge and thank the support of NDOT and NDSL in this effort. Last Friday, Staff conducted the bid opening having received five bid packages. A special Board meeting is likely to be needed in June to award the bid for construction and to get underway this summer. Staff is in the process of reviewing and evaluating the bids to determine compliance with all contract provisions and determine the lowest responsible/responsive bidder.

US 50 South Shore Community Revitalization Project

Staff participated in an informational workshop for the project with the City Council of South Lake Tahoe on May 29, 2012. City Staff presented the context for the project, articulating the plans for the project, both historically and in the current General and Community Plans and other relevant planning efforts. District Staff presented an update on the project process and outreach. The Council then opened the topic up for public comment. Understandably of concern is the potential impact of the project to directly affected property owners for right-of-way acquisition, a number of who have declared opposition to the project and who are actively seeking to stop it. As a consequence, other adjacent businesses are concerned. Staff reported to the Council and public at this meeting the District's actions to solicit and subsequently appoint a Community Review Committee and to release the Relocation Study for a 30-day public comment period, as we are early in the project development process, and there is time and opportunity to work with the public and get the many detailed answers needed to make an informed decision. The Relocation Study will be released this week. The Committee process is expected to be initiated this week as well.

Staff has begun to prepare for design workshops discussed at last month's Board meeting to be developed and scheduled later this summer. In addition, Staff is evaluating seeking additional project management assistance for this project to help with its program workload given the construction and funding development work that is competing for time on this project. Staff would like to discuss this possibility with the District Board.

Other Projects

Work continues moving forward Meeks Bay Bike Trail, Bus Shelters, SR 89/Fanny Bridge Community Revitalization Project, and the Aqua Bus Passenger Ferry Project. These will be reported on in more detail at a future date.

Additional Information:

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