TAHOE TRANSPORTATION DISTRICT (TTD)

SPECIAL CLOSED SESSION MEETING
Meeting Agenda

Virtual Meeting **November 13, 2020**
Via GoToWebinar **8:30 a.m.**

CORONOVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and Declaration of Emergency Directive 006 from the Executive Department of the State of Nevada, the Tahoe Transportation District Special Closed Session Meeting will be teleconferenced via GoToWebinar.

Members of the public may provide public comment by sending comments to the Clerk to the Board by email at jallen@tahoetransportation.org. Comments will then be read into the record, with a maximum allowance of three minutes per individual comment, subject to the Chair's discretion. All comments should be a maximum of 500 words, which corresponds to approximately three minutes of speaking time.

I. CLOSED SESSION

Pursuant to California Government Code Section 54957.6 and Nevada Revised Statutes 288.220(4) - Conference with labor negotiator and discussion of labor issues.

Agency negotiators: Carl Hasty, George Fink, Joanie Schmitt, DeDe Aspero, Tara Styer, Nira Doherty

Employee organizations: Teamsters Local Union 533, Unrepresented Employees

II. ADJOURNMENT

TAHOE TRANSPORTATION DISTRICT (TTD)

BUDGET FINANCE COMMITTEE
Meeting Agenda

Virtual Meeting **November 13, 2020**
Via GoToWebinar **9:00 a.m.**

CORONOVIRUS (COVID-19) ADVISORY NOTICE

Consistent with Executive Orders No.-25-20 and No. N-29-20 from the Executive Department of the State of California and Declaration of Emergency Directive 006 from the Executive Department of the State of Nevada, the Tahoe Transportation District Budget Finance Committee meeting will not be physically open to the public and all Committee Members will be teleconferencing into the meeting via GoToWebinar. To maximize public safety while still maintaining transparency and public access, members of the public can join the meeting by registering via the link below. Members of the public may provide public comment by sending comments to the Clerk to the Board by email at jallen@tahoetransportation.org. Please note which agenda item the comment pertains to. Comments will then be read into the record, with a maximum allowance of three minutes per individual comment, subject to the Committee's discretion. All comments should be a maximum of 500 words, which corresponds to approximately three minutes of speaking time. Comments for each agenda item should be submitted prior to the close of that agenda item.

Any member of the public who needs accommodations should email or call Judi Allen who will use her best efforts to provide reasonable accommodations to provide as much accessibility as possible, while also maintaining public safety in accordance with TTD's procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the TTD website at tahoetransportation.org.

Please register for the TTD Finance Committee Meeting / TTD Board Meeting at:
https://attendee.gotowebinar.com/register/1738505315731987723

There is only one registration link for both meetings. After registering, you will receive a confirmation email containing information about joining the webinar.

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

I. PUBLIC INTEREST COMMENTS

All comments are to be limited to no more than five minutes per person. Comments made cannot be acted upon or discussed at this meeting, but may be placed on a future agenda for consideration.

II. RECOMMENDATION OF APPROVAL OF MINUTES OF OCTOBER 9, 2020

III. DISCUSSION ITEMS

(All Items for Possible Recommendation) **Page**

A. Review and Acceptance of the District's Financial Statement of Operations through August 2020 (Item VII.A.) **1**

B. Ratify Selection of the Employee Health Benefit Program for the Period December 1, 2020 through November 30, 2021 (Item VII.B.) **14**

C. Authorize Issuance of a Contract Award to Interwest Consulting Group for Information Technology Support Services (Item VII.C.) **16**

IV. PUBLIC INTEREST COMMENTS

V. ADJOURNMENT

TAHOE TRANSPORTATION DISTRICT (TTD)

Meeting Agenda

Virtual Meeting
Via GoToWebinar

November 13, 2020
9:30 a.m.

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I. CALL TO ORDER AND GENERAL MATTERS

A. Roll Call and Determination of Quorum of TTD
B. Approval of Agenda for November 13, 2020
C. Approval of Minutes of October 9, 2020

II. EMPLOYEE INTRODUCTIONS / SERVICE AWARDS

III. 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.

IV. REPORT AND POSSIBLE ACTION REGARDING MATTER IDENTIFIED FROM CLOSED SESSION

V. BUDGET FINANCE COMMITTEE REPORT

VI. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

VII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS
(All items for possible action)

		Page
A.	Review and Acceptance of the District's Financial Statement of Operations through August 2020	**1**
B.	Ratify Selection of the Employee Health Benefit Program for the Period December 1, 2020 through November 30, 2021	**14**
C.	Authorize Issuance of a Contract Award to Interwest Consulting Group for Information Technology Support Services	**16**

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

		Page
A.	*Informational only:* Update on the Acquisition of the Old Elementary School Site from the Washoe County School District, Located at 771 Southwood Blvd., Incline Village, for Use as a Mobility Hub and Other Potential Community Amenities Related to the Development of Tahoe's Transit System and Operations for Public Transit and Public Access to the Lake Tahoe Region *For Possible Action:* Parking Policy Recommendation	**46**
B.	*For Discussion and Possible Direction:* One Tahoe Regional Revenue Legislative Objectives for Changes to Article IX, TTD's Authorizing Language, for Revenue Source Establishment by Removing Current Prohibitions and Adding New Potential Choices for a Future TTD Board Decision and Associated Enablement Part V –Discussion and Possible Direction on Work Plan Development for Phase 2 of One Tahoe as Part of a **Framework to Collaboratively Develop a Transportation Sustainable Revenue Proposal**	**50**
C.	*For Possible Action:* Acceptance of a Feasibility Study Report for the Potential Relocation of the California Department of Transportation's Maintenance Station at Tahoe City, California Satisfying a Permit Condition for the SR 89/Fanny Bridge Community Revitalization Project and Project Informational Update	**56**

IX. DISTRICT MANAGER REPORT

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

XI. PUBLIC INTEREST COMMENTS

XII. FACILITATED WORK SESSION FOR BOARD GOVERNANCE POLICIES AND PROCEDURES UPDATE **145**
For Possible Action: Adopt Updated Policies and Procedure Manual and Mission Statement

XIII. ADJOURNMENT

COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. 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 Allen at (775) 589-5502 or jallen@tahoetransportation.org.

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 and are available on the TTD website: www.tahoetransportation.org. Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or jallen@tahoetransportation.org.

TAHOE TRANSPORTATION DISTRICT

BUDGET FINANCE COMMITTEE MEETING MINUTES
October 9, 2020

Committee Members in Attendance:

Marsha Berkbigler, Washoe County, Chair
Cindy Gustafson, Placer County
Steve Teshara, SS-TMA

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
George Fink, Tahoe Transportation District
DeDe Aspero, Tahoe Transportation District
Judi Allen, Tahoe Transportation District

I. PUBLIC INTEREST COMMENTS

No public interest comments were made.

II. RECOMMENDATION OF APPROVAL OF MINUTES OF SEPTEMBER 11, 2020

Mr. Teshara made the motion to recommend approval of the minutes of September 11, 2020. Ms. Gustafson seconded the motion. The motion passed.

III. DISCUSSION ITEMS
(All Items for Possible Recommendation)

A. Review and Acceptance of the District's Financial Statement of Operations through July 2020

Ms. Schmitt reviewed this item.

Mr. Teshara requested to have the Caltrans Yard Relocation Report presented at next month's Board meeting.

Mr. Teshara made the motion to recommend acceptance of the Financial Statement of Operations for fiscal year 2021 ending July 31, 2020. Ms. Gustafson seconded the motion. The motion passed unanimously.

B. Adopt Resolutions 2020-006 and 2020-007 Authorizing the District Manager to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2020-2021

Mr. Hasty reviewed this item.

Mr. Teshara made the motion to recommend adoption of Resolutions 2020-006 and 2020-007 authorizing the District Manager to execute

claims for the California Transportation Development Act Funds for the El Dorado County portion of Lake Tahoe, including the City of South Lake Tahoe for transit operations for fiscal year 2020-2021. Ms. Gustafson seconded the motion. The motion passed unanimously.

C. Authorize Issuance of a Contract Award to The Ferraro Group for Public Relations, Marketing, and Community Engagement for TTD's Public Transit Operations

Mr. Fink reviewed this item. Mr. Chapman asked for clarification regarding the budget for this contract award. Mr. Fink replied $85,000 is budgeted under the Advertising and Public Relations line item which is sufficient to cover expenses for the remained of the fiscal year. Mr. Chapman also asked about public relations for the District as a whole, not just for transit. Mr. Hasty explained there is a lack of funding sources available that could be used for communications for the District as a whole. Ms. Gustafson asked why spend these dollars on marketing and public relations instead of delivery of services. Mr. Hasty responded there has not been an effective way to counter the misinformation that is out about the transit services. Mr. Fink added the funding is a one-time allotment and using it to augment service would be irresponsible as the augmented service would not be sustainable.

Mr. Ferraro thanked the Board for the opportunity to submit a proposal and are excited to get started.

Ms. Gustafson made the motion to recommend issuance of a contract award to The Ferraro Group for public relations, marketing, and community engagement for TTD's public transit operations. Mr. Teshara seconded the motion. The motion passed unanimously.

D. Approve Employee Retirement Plan Service Plan Provider Change from Mass Mutual to Nationwide Financial

Mr. Hasty reviewed this item.

Ms. Gustafson made the motion to recommend approval of the employee retirement plan service plan provider change from Mass Mutual to Nationwide Financial. Mr. Teshara seconded the motion. The motion passed unanimously.

IV. PUBLIC INTEREST COMMENTS

No public interest comments were made.

V. ADJOURNMENT

TAHOE TRANSPORTATION DISTRICT / COMMISSION
BOARD MEETING MINUTES
October 9, 2020

TTD/C Board Members in Attendance:

Cindy Gustafson, Placer County, Chair
Cody Bass, City of South Lake Tahoe
Marsha Berkbigler, Washoe County
Brian Bigley, Member at Large
Andy Chapman, TNT-TMA
Kyle Davis, Nevada Governor Appointee
Lucia Maloney, Carson City, Vice Chair
Sue Novasel, El Dorado County
Steve Teshara, SS-TMA
Bill Yeates, TRPA Appointee
Sondra Rosenberg, NDOT
Kevin Young, Caltrans

TTD/C Board Members Absent:

Wesley Rice, Douglas County
Mike Gabor, U.S. Forest Service
Serrell Smokey, Washoe Tribe
California Governor Appointee – Vacant

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
George Fink, Tahoe Transportation District
Danielle Hughes, Tahoe Transportation District
DeDe Aspero, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Michelle Glickert, Tahoe Regional Planning Agency
Judi Allen, Tahoe Transportation District
Nira Doherty, 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 Chair Gustafson at 9:37 a.m., via a GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the TTD/TTC.

B. Approval of TTD/TTC Agenda of October 9, 2020
Mr. Hasty requested Consent Calendar Item VII.C. be pulled from the consent calendar for discussion. Motion/second by Mr. Chapman/Ms. Berkbigler to approve the TTD/TTC agenda for today's meeting. The motion passed unanimously.

C. Approval of TTD Meeting Minutes for September 11, 2020

Mr. Teshara commented regarding Item VI.A. on page 3 of the minutes that Mr. Hasty confirmed he is working with Mr. Haven to develop recommendations of the task list and the one-page summary requested by Ms. Novasel is being developed. Motion/Second by Mr. Teshara/Ms. Berkbigler to approve the TTD minutes. The motion passed, with Mr. Bass abstaining.

II. PUBLIC INTEREST COMMENTS

Mr. Hasty announced Mr. Bigley is replacing Mr. Fortune as Heavenly's Board representative.

Paul Shinn, homeowner on Glen Drive in the Rubicon area, spoke to his concerns regarding the proposed bike path through the neighborhood.

Alan Ziffer, homeowner on Glen Drive in the Rubicon area, echoed Mr. Shinn's comments.

Constance Spencer, resident of the Rubicon area, stated she submitted a series of concerns and questions to Ms. Novasel and hoped she has received them. She added she concurs with the two previous speakers.

There were numerous public comments read into the minutes and are attached.

III. BUDGET FINANCE COMMITTEE REPORT

Ms. Berkbigler reported the committee reviewed the requested items and recommended the requested actions of the items.

IV. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

Mr. Teshara reported the APC meeting will be held next week.

V. TAHOE TRANSPORTATION COMMISSION (TTC) PUBLIC HEARING

A. Conduct a Public Hearing on the 2045 Linking Tahoe: Draft Regional Transportation Plan

Mr. Haven and Ms. Glickert reviewed this item, gave a presentation and a public hearing was held. Ms. Berkbigler asked about the source of local funds and how much the TMPO contributes to the Plan. Ms. Glickert responded transit occupancy taxes, matching funds from local mitigation, and others that are still coming on-line. Ms. Glickert added the proposed regional revenue source is included in the Plan. Ms. Maloney asked is it reasonable to assume that regional funding is a definite, if it isn't known what it is and can it be in the constrained list. Mr. Haven explained there is more to do regarding the regional revenue. However, in discussion with Federal Highways, they have been tracking the momentum of One Tahoe and regional discussions and are comfortable with considering it fiscally

constrained as it is put out in 2026, outside of window of TIP and are not looking to program it as real dollars right now. Mr. Bass stated long term planning should include rail. Mr. Haven noted they have been in discussions with both states regarding their state rail plans to get more passenger rail capacity and there is a brief discussion in the Plan regarding rail. Mr. Chapman asked what the determination is in placing projects in the various categories. Ms. Glickert replied they work with the local partners. Ms. Rosenberg thanked TMPO staff for their thorough process in developing the Plan. Ms. Gustafson asked about better defining the vision in the executive summary.

Mr. Teshara suggested a restructuring of the Plan with projects funded with reasonable available funding and what projects need additional revenue, such as a regional revenue source. Ms. Gustafson commented on the need to continue moving forward with the momentum we're experiencing and capitalize on the momentum and interest.

Action Requested: For Possible Action

VI. ADJOURN AS TTC AND RECONVENE AS TTD

VII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

A. Review and Acceptance of the District's Financial Statement of Operations through July 2020
B. Adopt Resolutions 2020-006 and 2020-007 Authorizing the District Manager to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2020-2021
C. Authorize Issuance of a Contract Award to The Ferraro Group for Public Relations, Marketing, and Community Engagement for TTD's Public Transit Operations
D. Approve Employee Retirement Plan Service Plan Provider Change from Mass Mutual to Nationwide Financial
E. Adoption of the Updated Disadvantaged Business Enterprise Program Plan and Approve the Proposed Triennial Disadvantaged Business Enterprise Program Goal for Federal Transportation Administration Funding for Federal Fiscal Years 2021-2023

Item VII.C. was pulled from the consent calendar. Ms. Berkbigler motioned to approve Items A, B, D, and E. Mr. Teshara seconded the motion. The motion passed, with Mr. Bigley abstaining.

Mr. Fink reviewed Item VII.C. Ms. Gustafson asked if the communications plan that would be developed by the consultant and staff be brought back to the Board for approval. Mr. Fink stated it would. Mr. Bass asked what the Federal restraints are in using CARES Act funding. Mr. Fink explained the CARES Act funds could be used to enhance transit

services; however, the funds are a one-time allocation and wouldn't be able to sustain the enhanced transit services. Mr. Chapman suggested an ad-hoc committee to work with Staff as the plan moves forward and he would be happy to participate. Ms. Berkbigler noted she is aware of the firm and is a friend of the owner and she has no conflict of interest. Mr. Davis asked about the CARES funding being used for a new program. Mr. Fink explained the Federal Transit Administration released guidance encouraging transit agencies to seek out marketing services to help speed the recovery of public transit in the nation. Ms. Maloney stated she is supportive of the contract award. Mr. Teshara and Mr. Davis also noted they are aware of the firm and have no conflict of interest. Mr. Bass stated he would be voting no on this item, as he feels the focus should be on service.

Mr. Ferraro thanked the Board for the opportunity and complemented staff on their work.

Mr. Chapman made the motion to award a contract to The Ferraro Group for Public Relations, Marketing and Community Engagement for TTD's Public Transit Operations. Ms. Berkbigler seconded the motion. The motion passed, with Mr. Bass voting nay.

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Informational Update on the Value Pricing Pilot Program for the State Route 28 Tahoe East Shore Trail
Ms. Hughes reviewed this item and gave a presentation. Mr. Chapman suggested simplifying the parking rate structure due to comments received at the Visitor's Center. Mr. Davis asked if paid parking is included in the RTP. Ms. Hughes stated it is included.

Action Requested: Informational Only

B. Informational Presentation by Placer County Public Works Staff on the Resort Triangle Transportation Plan
Mr. Kraatz, Assistant Director of Placer County Public Works Department and Ms. Holloway, Senior Civil Engineer of Placer County Public Works Department reviewed this item and gave a presentation.

Action Requested: For Possible Action

No action was taken, this was an informational item only.

C. One Tahoe Regional Revenue Legislative Objectives for Changes to Article IX, TTD's Authorizing Language, for Revenue Source Establishment by Removing Current Prohibitions and Adding New Potential Choices for a Future TTD Board Decision and Associated Enablement Part IV – A Discussion and Possible Direction on the Draft

Regional Transportation Plan, the Finance Strategy, and the Relevance of a Proposed Regional Revenue Source Like One Tahoe

Mr. Hasty reviewed this item. He also discussed an approach being developed working with TRPA for a Phase 2 for One Tahoe to garner consensus in the Region as part of the Regional Transportation Plan finance strategy. Mr. Teshara reminded the Board of the need for an updated transit facility. Mr. Bass stated there is a lack of process. Ms. Gustafson requested the Board to work internally to the Basin to gain consensus before conducting any more external meetings and presentations. Ms. Novasel agreed with Ms. Gustafson's request. Mr. Davis stated he doesn't feel there is the support necessary to move forward.

Gavin Feiger, League to Save Lake Tahoe, read a letter from Darcie Goodman, which is attached.

Action Requested: For Discussion and Possible Action

IX. DISTRICT MANAGER REPORT

Mr. Hasty had nothing further to report.

Ms. Berkbigler left at 12:56 p.m. Mr. Bigley left at 12:57 p.m.

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

Ms. Maloney announced that Carson Area Metropolitan Planning Organization is releasing their draft Regional Transportation Plan tomorrow with a 30-day public comment period.

XI. FACILITATED WORK SESSION FOR BOARD GOVERNANCE POLICIES AND PROCEDURES UPDATE

Melissa Kuehne, Institute of Local Government, conduct the work session with a presentation and discussion. Work session notes are attached.

XII. PUBLIC INTEREST COMMENTS

No public interest comments were made.

XIII. ADJOURNMENT

The meeting adjourned at 2:01 p.m.

Respectfully Submitted:

Judi Allen
Executive Assistant
Clerk to the Board
Tahoe Transportation District

(The above meeting was recorded in its entirety, anyone wishing to listen to the aforementioned tapes, please contact Judi Allen, Clerk to the Board, (775) 589-5502.)

TTD 10.9.2020 Board Meeting Summary

Attendees

- Cindy Gustafson, Board Chair, Placer County
- Lucia Maloney, Vice Chair, Carson City
- Sue Novasel, El Dorado County
- Bill Yeates, Tahoe Regional Planning Agency Chair
- Kyle Davis, Nevada Governor Appointee
- Steve Teshara, South Shore Transportation Management Association
- Cody Bass, City of South Lake Tahoe
- Andy Chapman, Truckee-North Tahoe Transportation Management Association
- Carl Hasty, Staff
- Nira Doherty, Staff
- Melissa Kuehne, ILG
- Nicole Enright, ILG

Review Board Purpose Statement

Questions:

- Board responsible for attorney hiring process?
    - Nira: yes, responsible for appointing counsel
- Role of Board explicitly as a transit provider- is this appropriate? Is spelled out in the compact.
    - Role of the Board is to make sure transit is provided through funds dispersed, role whether to provide service directly, contract with others, etc.
    - Ensure system is preserved, is TTD's responsibility to make sure transit services exist

Is there anything missing?

- Fiduciary duties and obligations
- Discussion around unique responsibility of the Board as transit operators in Sept?
    - No discussion in Sept
    - Nira: couldn't include all regs in a purpose statement, could say, "as a transportation provider, will follow all pertinent laws and regulations"
        - Consider including this
- Add: uphold mission and core values

What refinements need to be made?

There was discussion around how to hold Board members accountable? What is the process for holding selves accountable, and who will be doing it? The Board suggested updating the

language to: “Ensure Board members are accountable for implementing high quality governance and adherence to protocols and policies” or ”hold ourselves and our peers accountable for high quality and good governance”

The Board discussed adding additional fiduciary duties to the list. They suggested updating the language to read “Uphold fiduciary responsibilities by adopting the District budget and adhering to fiscal policies”

Board Norms

Is there anything missing?

No additions were suggested.

Does anything need further clarification?

Request to fix the typo in the “Strive for win-win” bullet

TTD Policies

The Board had a preliminary discussion regarding the Agenda Development Policy:

- Narrow scope of who and how can suggest what is included in the agenda.
- Suggest pulling from the Board of Supervisors approach- during public comment, the public can request agenda items and the Board can decide on including an item or not in a future meeting.
- 3.3.2. Three days ahead of time isn’t enough time to prepare for the agenda item
    - Add period after for a regular or special meeting.

In the interest of time, the remainder of the draft policies will be distributed to the full Board for feedback and review.

Wrap up/Next Steps

ILG Action Items

- Send draft updated polices to the Board for review.
- Will work with Governance Committee offline on new policy language to update existing policies.

Committee Action Items

- Review Board policies that have been updated

KEEP TAHOE BLUE®
League to Save Lake Tahoe

advocate | engage | create

October 9, 2020

Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, Nevada 89449
Submitted via email – jallen@tahoetransportation.org

Re: Recreation Travel Regional Revenue Action Plan—One Tahoe, Polling Data Request

Dear Chairwoman Gustafson and members of the Tahoe Transportation District Board,

Identifying and implementing a long-term regional funding source for the Lake Tahoe Basin continues to be a priority for the League to Save Lake Tahoe.

We have repeatedly acknowledged the need for a well thought out strategy that has broad stakeholder support before attempting to implement this strategy publicly. We were disheartened by the conversation on One Tahoe that occurred at last Friday's Douglas County Supervisor meeting as well as the largely negative public rhetoric around the September 8th City of South Lake Tahoe Council meeting, which was picked up in regional media.

To inform our participation in the creation of a thoughtful strategy for regional funding, we would like to have a better understanding of the polling conducted by Morse Associates Consulting, LLC. The consultant regularly presents polling data as graphs that show broad support over multiple years in both California and Nevada for a fee to visit Tahoe. Recent public meetings are demonstrating broad support. The League respectfully requests the detailed polling data collected through the contract with Morse Associates including the polling organization, respondent numbers and demographics, exact text of the questions posed, times and dates the polls were conducted, sampling and surveying methods, and analysis methods including weighting.

Thank you in advance and we look forward to continued discussion on regional funding through the bi-state and other forums.

Sincerely,

Darcie Goodman Collins, PhD
Chief Executive Officer

jallen@tahoetransportation.org

From: Jon Cossey <jon_cossey@yahoo.com>
Sent: Friday, October 9, 2020 8:39 AM
To: jallen@tahoetransportation.org; bosfive@edcgov.us
Subject: Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan

Hi Judi,

I have a home at 8944 Glen Drive. I would like to express my concerns on the proposed bike path on Glen Drive. As I am for a bike path that continues around the lake I just don't feel cutting through the neighborhood is the right path here. I would like to see one next to the road as close a s possible.

On the maps provided on the proposal, it shows the bike path coming down our cul-de-sac. Having had this house built in our family in 1978, we have always enjoyed the quiet from being off the main highway. I don't find it necessary to bring people into the neighborhood just to reroute them back into the forest.

Having grown up on Glen Drive, I can also say that the elevation and terrain you are looking to put the Bike trail on behind our house doesn't make much since. A family out for a bike ride is not going to be able to make the hill climbs and steep descent out of the neighborhood. There would be nothing leisurely about that path.

Thank you,

Jon Cossey
4088828001

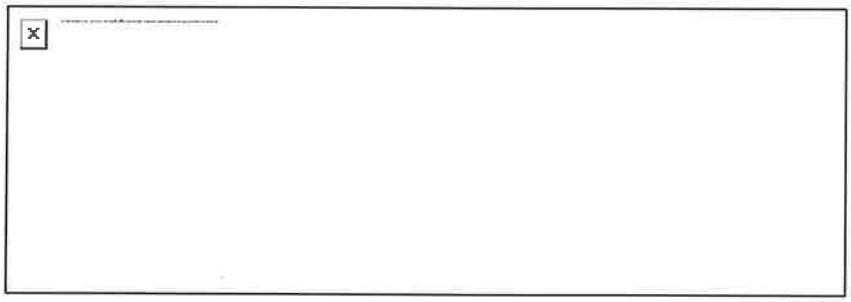
jallen@tahoetransportation.org

From: Rick Solo <thesolochoice@teampriority.com>
Sent: Friday, October 9, 2020 8:17 AM
To: jallen@tahoetransportation.org
Cc: bosfive@edcgov.us
Subject: Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan

Good morning Judi,

We own the home at 8923 Glen Drive. (Richard and Kristen Solo) We are not in favor of the bike path crossing Glen Drive. There are other options on the map that are more practical and less invasive in regard to homeowners personal space and peace. Furthermore, as a biking family, I do not see the steeper grades required to access Glen Dr as a practical option as part of the overall Lake Tahoe bike path. I know the objective is to make it accessible for families and biker's of all ability levels and do not think the Glen path would accomplish that goal.

Thank you,
-Rick Solo
8923 Glen Dr
858-583-9954



Virus-free. www.avast.com

From:	boblikins@cs.com
To:	mambler@trpa.org; jallen@tahoetransportation.org; bosfive@edcgov.us; dmiddlebrook@trpa.org
Cc:	robin@zirkel.us
Subject:	Public Comment / Board Meetings ... SR-89 Corridor Plan
Date:	Tuesday, September 22, 2020 6:51:21 PM

I have three comments on trails on the west shore. I am a cabin owner in the Rubicon Bay area (RTO) since 1989.

1. I favor completion of the paved Tahoe Trail for people and bike travel as near to Highway 89 as reasonable. I do not favor the illustrations of that trail that involve switchbacks going up the hillside and significantly away from Highway 89.

2. I also favor constructing the new Lake Trail between Highway 89 and the mountain peaks from Meeks Bay to DL Bliss.

3. I favor expanding and improving/formalizing the parking at Meeks Bay for the Desolation Wilderness trailhead.

Bob Likins email boblikins@cs.com

From: Maria Palmer
To: jallen@tahoetransportation.org
Cc: bosfive@edc.gov.us
Subject: Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan.
Date: Wednesday, September 30, 2020 9:21:08 PM

Dear Judi Allen,

I am writing in regard to the proposed bike path/corridor around highway 89 in Rubicon Bay. Thank you in advance for reading my concerns.

Rubicon has long been a pristine area, free of commercial establishments; there are no distractions to the natural beauty of this area..

My concern is that a bike path will necessitate the creation of dangerous crossings (these work well in commercial areas where marked pedestrian crossings already exist, but along 89 through Rubicon they may, I fear, likely cause accidents, as there are both many blind curves and open stretches where people speed). A bike path of any width may also generate crowds, necessitating parking lots and trash cans (which people without bear boxes will fill to overflow).

I am also concerned with the bike path's intrusion into people's back or front yards, as there are houses along 89 around Rubicon Bay..

While I am sympathetic to the equity issues of sharing Tahoe's beautiful nature, I fear that this proposal will in fact extend the overcrowding that we see at Emerald Bay and ruin one of Tahoe's remaining pristine areas.

Thank you for listening and for your work on Tahoe's behalf.

Best regards,

Maria Palmer
8925 Rubicon Drive
Rubicon Bay
mariagpalmer@gmaiil.com.

--
Maria G Palmer

*Please note new email address: mariagpalmer@gmail.com

Judy Allen
Clerk to the Board of the Tahoe Transportation Districsct

Subject: Public Comment/Board Meeting on Oct 9,2020/SR-89Coridor Plan

As a long time seasonal resident of South Rubicon , I am very concerned about how you approach blending the Tahoe Trail into our neighborhood. Between the narrow roads and the steep nature of our terrain a class 1 trail seems to be too wide for us. With some smaller lot sizes it seems inevitable that private land will be needed for this project. In Chapter 2 of the Corridor Plan you tally up residential units and end with a 83% vacant factor in our area. This presents a very unclear picture of the true situation. During the summer months the usage in our area is more in the 90% heavily occupied arena – with homes being used by multiple generations in one house. If the homes are rented they are booked solid all summer. This is the same time in which the bike paths would be getting there greatest use. The traffic and congestion in our area is great as any Fire crew from Meeks Bay will attest too. If anyone wants to start there bike ride in Rubicon , where will they park their cars ? We don't have room to barely get by now on our one way streets. Are you putting the Tahoe Trail above private property rights? You had mentioned that this would be respected. With the width of your trail I am not sure you will succeed with this goal.

In your scope of work there are many other concerns.

-will you be able to maintain fire protection
-paramedic access
-delivery access
-noise issues
-trash
-environmentally sensitive sloops and water run off issues

The cost of putting a Trail in this section could prove to be cost prohibitive. Considering possible private property acquisitions through eminent domain and legal fees could be staggering not to mention the possible use of a cantilevering trail or possible retaining walls off the highway.

Might you even consider a water taxi service around our area that could accommodate bike riders and tourists? This is a cost efficient and environmentally friendly alternative.

Many Thanks,

Linda Thiel MacDonald
(8848 Rubicon Drive)
P.O. Box 3640
Laguna Hills, Ca 92653

From:	robin stone
To:	jallen@tahoetransportation.org
Subject:	Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan
Date:	Monday, September 21, 2020 7:16:49 PM

Hello Tahoe Transportation Board,

Our family has owned a home in Rubicon for over 50 years and we have many concerns about the proposed Tahoe Trail through our area.

It is impossible for us to object to any of the SR-89 Plan specifics that have yet to be determined. However, once those plan specifics are defined, it may be too late to change them. This puts us in a quandary about how best to provide you with feedback which might influence the outcome of the as-yet-unknowable plan. Giving it our best effort, we will list our general objections/suggestions below.

Concerns presented by a bike path through Rubicon Bay:

The width (10 feet) of the proposed bike path is not in keeping with the current width of the Tahoe City-Meeks Bay bike path nor does it blend in with the quieter West Shore environment.

Bike path users will use neighborhood streets as day parking (leaving their cars parked when they ride their bikes or walk on the path). **Residents-only street parking might mitigate this problem.** Visitors often leave food in their cars which could attract more bears (already a problem) to our neighborhood.

Safety - The location of highway bike path crossings and how they will be made safe for riders and drivers. There is a high speed limit and visual impairment (caused by sun and shadow) on much of Hwy 89.

Safety - Given the mixed use of e-bikes and motorized scooters in addition to bikers and walkers on the bike path.

The environmental disruption/degradation that will occur due to the steep grade on either side of Hwy 89 through many parts of Rubicon

The impact of any parking lots/pull outs and restrooms to be built along the trail

The final physical location of the bike path will affect the residents, the wildlife and the environment.

Decreased property values/enjoyment of bike path adjacent homes. Rubicon is known for its historical charm, old world feel and privacy. Having a home immediately adjacent to a highly-trafficked bike path will reduce property value/enjoyment compared to other homes not situated adjacent to the bike path.

Any use of Rubicon roads as part of the bike path route. Although the county streets through Rubicon are public, the practical precedent is that they have been used for over 60+ years as

quiet, residential, neighborhood roads and walking paths.

Bikers/walkers trespassing through private property and/or trying to access the lakefront from the bike path.

Increasing vehicular, pedestrian and bike traffic on the West Shore of the Lake. Increasing the already growing number of Tahoe visitors by providing another amenity is counter to the articulated goal of the SR-89 Corridor Plan.

What is the cost and what are the funding sources for the bike path? Given California wildfires, global warming, effects of COVID-19 and unemployment, is this really the best use of taxpayer dollars and other private funding?

Thank you for your consideration of our concerns,

Robin Stone and Family

From:	Bill ONeill
To:	bosfive@edcgov.us
Cc:	jallen@tahoetransportation.org
Subject:	Public Comment/Board Meeting 10/9/20 SR 89 Corridor
Date:	Tuesday, September 29, 2020 10:50:21 AM

Susan Novasel, Tahoe Transportation District Director;

My family has owned in Rubicon for 62 years along the highway along Scenic. We've worked hard to maintain, invest and improve our home for our family, our legacy, and for our quality of life. The proposal of the Bike Path through Rubicon is a real concern; I am firmly against it going through residential property.

Greatest concerns:

Sheer expense – The benefits of the project seems non-sensical for a State struggling to improve so many things; justification quoted on reducing traffic by riding doesn't make sense; I expect it results in more cars driving to bike parking. I believe it's limited in use for those shopping or traveling. Even if money exists, is this the best spend to preserve the environmental impact in Tahoe?

Flawed Proof points - The projected number of cars and users seems inflated and unrealistic, making the concept flawed; Afterall, it really would only be useful during summer months, the same months causing the most disruption to homeowners. Otherwise covered by snow.

Safety – The Rubicon straightaway is not enjoyable; the crossings are also unrealistic for the speed traveled here; no real enjoyment because it's loud and stressful. Cyclists won't use it, they will remain on the highway, limiting the true ability to take traffic off the road.

Property impact caused by factors that will wrongly impose on homes along the expected route:

- Obstruction of view or visual scenery inherent to the area, it's ambiance would be impacted; and that's why we own homes here.
- Impact to financial property values for having this on our property (even if easement) making homes less desirable, taking our value down
- Noise; shouting/conversation to speak over traffic or while traveling the route. We have that now, it would only be worse.
- Likely garbage and litter, unsightly, non-environmentally friendly, calling for interventions to ensure no bears and not imposing into anyone's yard
- No bathrooms – health hazard, attracts transients, poses safety issues and visual eyesore
- Risk of those parking in our neighborhoods to "park and ride" to the south – an imposition on private streets that signage and no manpower available to enforce.
- With a trail along homes it risks our safety, possible thefts, and our privacy
- Unsightly signage or lights marking crossings or trails, not in keeping with nature of the area
- More years of construction that we've already endured for major highway improvements
- Rock walls and prior improvements would be destroyed, undoing a huge investment and disrupting the environment for huge cost.

"Adaptation management" was the answer given by TRPA as to how some of these concerns would be dealt with. That is a vague and unsatisfactory answer to real concerns.

That said, if the trail is destined to occur, please consider the homeowner interest and make efforts to use forest land, consider the alternative going over the hill, and minimizing road danger. Please include us in the decisions made, aesthetics and disruption.

Sincerely,

John Isham; Carol Isham O'Neill, William O'Neill

Homeowners

From:	Paul Shinn
To:	jallen@tahoetransportation.org; bosfive@edcgov.us
Cc:	alanziffer@yahoo.com
Subject:	Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan.
Date:	Tuesday, October 6, 2020 9:52:32 AM

+resending prior email with proper subject line and some additional comments.

Hi Judi. I am the homeowner at 8975 Glen Drive and I am writing to echo the comments of our neighbors, the ZIffers. The proposed bike paths that cross Glen Drive make no sense to us and would be extremely problematic for our neighborhood. There are several young families on Glen Drive (like ours) and to have a bike path constructed through the forest and between the houses in our neighborhood would dramatically and adversely impact the quality of the neighborhood, the forests where our children play and even the health of Lonely Gulch Creek. The only option for a bike path that makes sense to us is to follow SR 89 (Emerald Bay Rd) throughout--and not to detour through the forest and cross Glen Drive. Additionally, Lonely Gulch Creek is a sensitive habitat that the forest service has spent much time restoring. To add both new construction across the creek, when a viable route along HWY 89 should be sufficient seems like a poor environmental approach.

Thank you for your consideration in this matter.

Best regards,
Paul

. Could parking on neighborhood roads be for residents/guests only via permit?

. How will safety be addressed for at highway crossovers?

. How does the plan address the impact will have on bike-path-adjacent private residences?

. For what purposes can the CALTRANS right of way be used?

. What is the waste removal plan?

. Who will monitor/enforce parking restrictions? Waste disposal? Restroom cleaning?

Connie Spencer

From:	conspencer@aol.com
To:	jallen@tahoetransportation.org
Cc:	conspencer@aol.com
Subject:	Re: 480-word version of SR-89 CORRIDOR PLAN BIKE PATH COMMENTS AND QUESTIONS for Oct 9 2020 Meeting
Date:	Wednesday, October 7, 2020 1:18:33 PM

Here is a 4802-word version:

Concerns and needs of the Bike Path Plan through the Rubicon residential area:

-fire danger from wilderness fires like the Fork Fire if bike path/trail runs above Rubicon

residences

-actual physical location of the bike path

-the impact the path will have on adjacent homes including the size of any easements

-the impact of potential decreased property values caused by the bike path's being adjacent to

homes

-the effects on Rubicon roads as part of the bike path

-the effects using Rubicon streets as day parking and leaving their cars when riding or walking on

the path

-the location of highway bike path crossings and how they will impact neighborhood traffic

-increased vehicular, pedestrian, and bike traffic on the west shore of Lake Tahoe

-safety of the mixed use of the path by multiple vehicle types (motorized bikes, scooters,

motorcycles, skate boards, electric bicycles, motorized bicycles, hover boards, mopeds,
motor scooters) in addition to hikers and walkers on the path

-environmental degradation due to the steep grades on sides of Hwy 89 through many parts of

the Rubicon

-cost/funding sources for various bike path routes

-width of the bike path for safety

-bikers/walkers trespassing and/or trying to access the PRIVATE beaches

-the impact, sanitation, and maintenance of parking lots/pull outs/bathrooms/benches

-additional noise from bikers/walkers

-additional trash and debris which are bear attractants

-confirmation that CALTRANS has an 80-foot right-of-way corridor through the Rubicon segment

Questions:

Definition of "shared use path" designated as Class I?

Who is sharing? Motorized bikes, scooters, motorcycles, skate boards, electric bicycles, motorized bicycles, hover boards, mopeds, motor scooters?

What are the street names (not shown on maps of Rubicon Segment)?

Who will enforce NO PARKING signs?

How will you protect the Rubicon Tahoe Owners Association members' private beach access from streets connected to the proposed path?

How will you protect the USFS and homeowners' property that adjoins the USF if you go with the multi-use Lake Trail (Figure 37 p. 103 of "Recommended Projects Rubicon Bay Segment; C4 Appendix C Tahoe Trail Conceptual Alignments, Overlay, Tahoe North 2)?

Will Rubicon neighborhood roads be used as a portion of the actual bike path?

Serious road bikers usually ride on the highway. The mixed-use path will primarily be used by recreational, shorter-distance bikers/walkers. What if bikers want to ride only from Rubicon to Bliss or some other shorter segment?

Where are parking lots along the trail?

Any re-charging car stations planned?

Public Comment

From:	Alan
To:	jallen@tahoetransportation.org
Cc:	bosfive@edcgov.us
Subject:	Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan
Date:	Monday, October 5, 2020 9:53:08 PM

Judi-

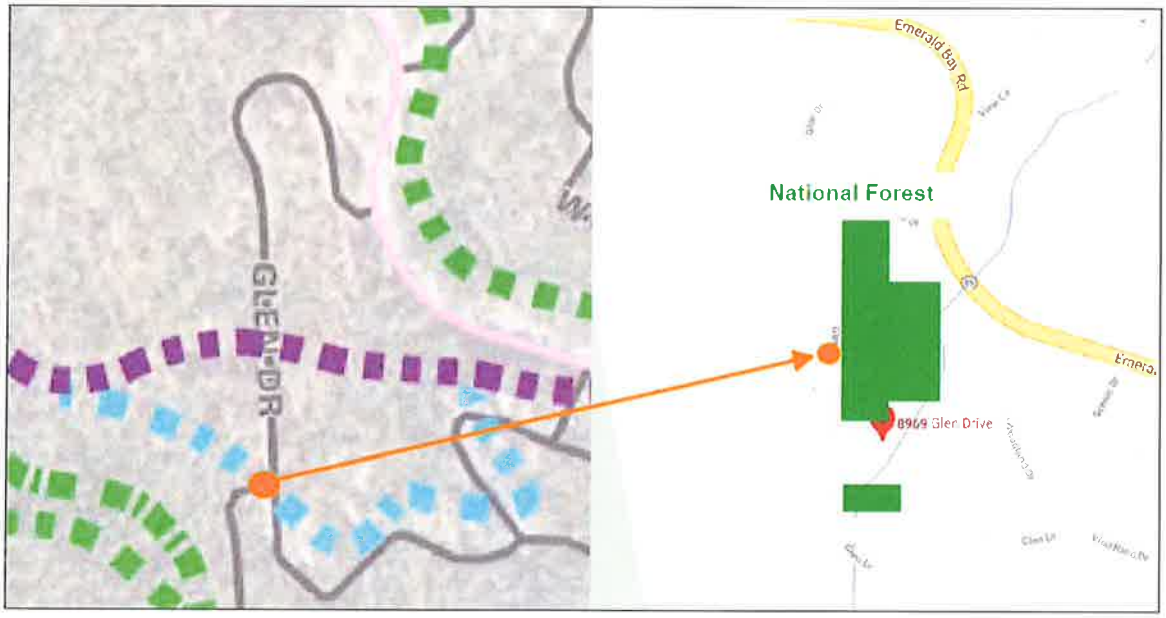
We have a home at 8969 Glen Drive and we have questions / concerns on the proposed bike path options that cross Glen Drive.

- The proposal map is not to scale so it is difficult to see where the path proposals would actually go.See orange reference dots.
- The Blue Proposal looks like it may go through the small parcel of National Forest that is between the two homes on the South End of Glen.
- The Purple looks like it may do the same two of the homes on the North Side of Glen Drive.
- Has anyone visited the area to survey these proposed routes?

Overall just not a good idea for the path to cross Glen Drive, there are better options on the map.

Thank You,

Alan Ziffer
(408) 316-0246



From:	Alan
To:	jallen@tahoetransportation.org
Cc:	bosfive@edcgov.us
Subject:	Public Comment/Board Meeting on Oct 9, 2020 /SR-89 Corridor Plan
Date:	Monday, October 5, 2020 9:53:08 PM

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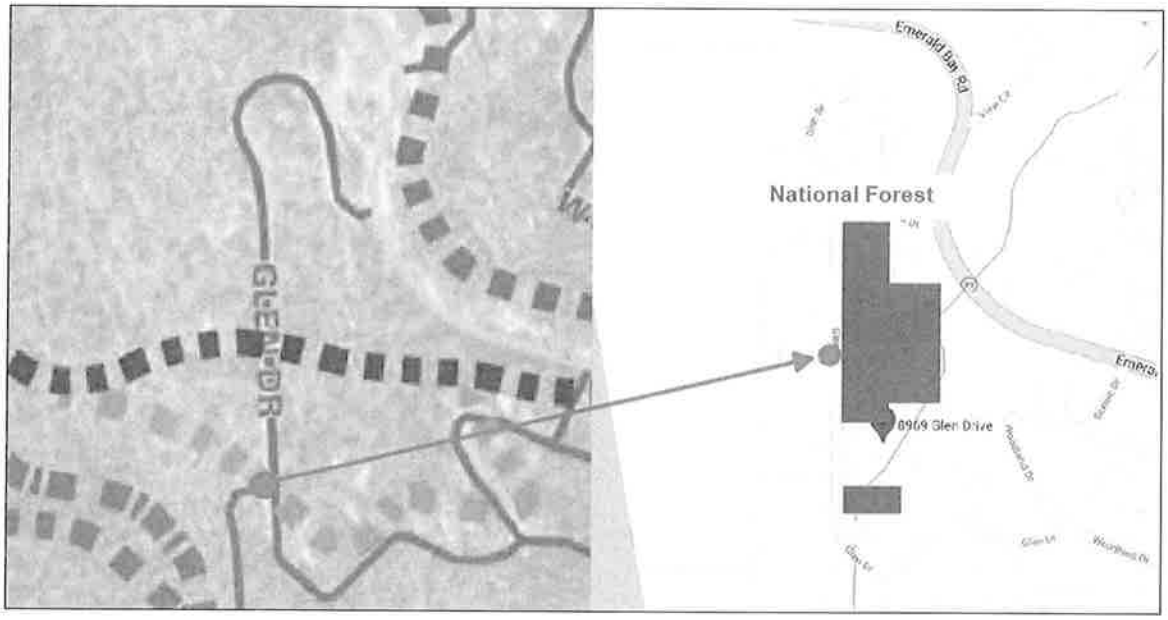

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Review and Acceptance of the District's Financial Statement of Operations through August 2020

Action Requested:
It is requested the Board accept the Financial Statement of Operations for the first two months of fiscal year 2021 (FY21) ending August 31, 2020.

Fiscal Analysis:
TTD is in good financial standing with one area remaining a concern, which is the continued use of General Funds for non-reimbursable, non-transit operation expenses, since the agency does not have a dedicated general fund source. Staff continues its efforts to minimize General Fund costs where possible and find other funding sources that can be used for such expenses.

Background:
Staff has completed analyzing financial information for the first two months of FY21, ending August 31, 2020. The presentation of the financial information will highlight FY21 August activity and continues to detail the District's funds: General, Capital Improvement Program (CIP), Transit Operations, and Parking Systems (See Attachment A).

Discussion:
General Fund –
Overall, the District ended with an increase of $15,207 for August activity. The increase can be summarized as follows:

District Operations Revenues		District Operations Expenses	
Rental Car Mitigation Fees (RCMF)	$3,647	Salaries & Benefits	$17,792
Administrative Support	$30,722	Insurance	$1,874
Contributions	$4,167	Rent/Utilities	$3,807
Miscellaneous	$0	Telephone	$1,050
Administrative Fee	$7,653	Professional Services	$1,061
Interest	$4	Supplies	$1,580
		Dues & Subscriptions	$351
		Legal	$1,884
		Transfer – Grant Match	$1,449
		Other	$138
Total Revenue	$46,193	Total Expenses	$30,986

JS/ja AGENDA ITEM: VII.A.

The general fund received $7,653 in Administrative Fees resulting from 10% of August parking meter revenue and $30,722 in Administrative Support from the 10% ICAP calculated on allowable expenses in the Transit and CIP programs.

The net result increased the General Fund's overall fund balance to $752,668 which is $18,879 more than at the start of the fiscal year.

CIP Fund –
August activity ended in an increase of $9, resulting from interest earned on project advances. Below is a brief recap of August activity for the CIP Fund.

Funding Source	Expenditures	Grant Balance
Caltrans		
Active Transportation Program	$2,738	$1,001,692
Congestion Mitigation Air Quality (CMAQ)	$4,521	$760,292
Federal Transit Administration		
NDOT Value Pricing Pilot Program (VPPP)	$14,026	$10,543
FTA 5310 (ADA)	$0	$55,248
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	$51,277	$2,910,674
NDOT – Rec Travel	$9,083	$111,968
General Fund Transfer (Match)	$478	$5,893
Caltrans – Rec Travel	$8,628	$10,992
Highway Infrastructure Program (HIP)		
Caltrans – US 50	$0	$561,961
Contributions		
Mariner AQMF (VPPP Match)	$3,506	$80,502
TMPO		
SR 89 Corridor Management	$1,141	$0
General Fund Transfer	$971	$0
LCTOP		
FY16-17 (Bijou Shelter/LTCC Mobility Hub)	$17,265	$6,873
Prop 1B		
PTMISEA – Engine Replacements	$3,135	$81,421
PTMISEA – Modernization	$0	$402
CTC		
Caltrans Yard Study	$3,441	$27,063
Washoe County		
Bond Sale	$0	$405,990
Total Expenditures	$120,210	

.
The CIP fund transferred $17,265 to the TO funds Fixed Assets for construction on the Bijou Shelter, which was paid with LCTOP funds. Staff wants to recognize Transportation Program Manager George Fink and Transit Planner Tara Frank in their efforts in being successful in procuring a contractor (DML Construction) that could stay within the funding parameters and completing the project that's been in TTD's work program since FY17-18.

The CIP fund also transferred $3,135 using Prop 1B PTMISEA funds for another installment on an Engine Replacement for Bus 3313 to the TO funds asset Work in Progress and will be reclassed to Fixed Assets upon completion. The engine will be depreciated over the remaining life of the bus at time of the engine replacement completion and the bus being placed back into service.

JS/ja AGENDA ITEM: VII.A.

The CIP fund received $971 from the General Fund for staff time that went over and above the amount contracted with the TMPO for the SR89 Corridor Management Plan. Staff determined that it was necessary to continue its participation in the plan development. Any additional staff time occurring after August will be directly charged to the General Fund.

The Recreational Travel grant with Caltrans will continue to be invoiced monthly, however reimbursement will occur after the grant is completed as it's being held in retention per our agreement requirements. Total amount set aside for retention is $26,874.

TTD is in the process of completing their agreement with California Tahoe Conservancy (CTC) for the Caltrans Yard Study, which came in under budget, leaving a balance of $27,063 with the CTC.

The net result increased CIP's overall fund balance to $2,222, which is $21 more than at the start of the fiscal year.

Transit Fund -
Overall, the District ended with a decrease of $24,849 for August activity. The decrease can be summarized as follows:

	South Shore Ops including SR28
Revenue Detail	
FTA 5307 (CARES)	$205,514
NDOT	
FTA 5311	$216,972
NV State Parks	$0
Contributions	
Passenger	$0
Transportation Development Act TDA)	
Local Transportation Fund (LTF)	$0
State Transit Assistance (STA)	$0
State Transit Assistance (SGR)	$0
Farebox Revenue (LCTOP)	$29,541
Miscellaneous	$6
Sale of Fixed Asset	$1,528
Interest	$31
Total Revenues	**$453,592**
Expense Detail	
Personnel	$268,411
Fuel/Fuel Tax	$16,867
Insurance	$20,025
Repairs/Maintenance	$52,195
Professional Services/Contracts	$31,596
Facility Rent/Utilities/Phone	$17,631
Supplies	$4,372
ICAP	$28,746
Depreciation	$56,303
Loss on Disposals	$0

	South Shore Ops including SR28
Capital Outlay	($20,400)
Other Expenses	$2,695
Total Expenses	**$478,441**
Increase/(Decrease)	($24,849)

TTD received $1,528 for scrapping three fully depreciated buses in August.

- $247 for a 2008 Ford Aerotech bus
- $738 for a 2007 NABI bus
- $543 for a 2006 Blue Bird X-Cel bus

TTD recognized $29,541 for Farebox Replacement from an LCTOP grant totaling $201,652.

As mentioned earlier, the CIP fund transferred $20,400 in Work In Process ($3,135) and Fixed Assets ($17,265) for an engine replacement and the Bijou Shelter.

The net result decreased Transit's overall fund balance for the year to $4,841,802, which is $67,525 less than at the start of the fiscal year.

Parking System (PS) Fund-
The Parking System pilot program launched on July 27, 2020. The fund experienced an increase of $67,139 for August. The recap is as follows: Parking revenues totaled $76,534, admin fees $7,653, bank/credit card fees $450, and depreciation of $1,292.

The net result increased Parking System's overall fund balance for the year to $113,860, which is $73,653 more than at the start of the fiscal year.

Balance Sheet-
The detailed balance sheet as of August 31, 2020 is attached (Attachment A).

The fixed asset balances, net of depreciation, include $2,297,147 in Transit funds, $0 in the Government-wide funds, and $22,180 in the Parking System funds of federalized/state obligations. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

Additional Information:
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

Attachment:
A. August Financial Statement

JS/ja AGENDA ITEM: VII.A.

Tahoe Transportation District
Balance Sheet
As of August 31, 2020

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	1,637,509	698,616	(242,617)	1,097,319	84,190	
Accounts Receivable	2,026,475	7,156	593,321	1,425,998		
Prepaids	141,011	44,056		96,956		
Inventory	283,963			274,664	9,299	
*Capital Assets, Net Depreciation	2,467,040			2,439,316	27,725	994
TOTAL ASSETS	**6,555,998**	**749,827**	**350,704**	**5,334,253**	**121,214**	**994**
LIABILITIES						
Accounts Payable	333,354	(7,006)	133,409	206,952		
Deferred Revenues	398,704	4,166	215,073	172,111	7,353	
Nevada State Bank - LOC						
Insurance Payable						
EE Compensated Absences	113,389			113,389		50,121
TOTAL LIABILITIES	**845,447**	**(2,840)**	**348,482**	**492,452**	**7,353**	**50,121**
NET POSITION						
Invested in Capital Assets	2,732,571			2,686,721	45,849	3,783
Unrestricted	2,846,452	640,487	2,007	2,194,665	9,292	(41,510)
Assigned	45,000	45,000				
SUB TOTAL NET POSITION BALANCES	5,624,022	685,487	2,007	4,881,387	55,142	(37,728)
FY 20 Estimated Increase/(Decrease) to Fund Balance	**61,501**	**48,302**	**195**	**27,940**	**(14,935)**	**(10,839)**
FY 21 Increase/(Decrease) to Fund Balance	**25,028**	**18,879**	**21**	**(67,525)**	**73,653**	**(560)**
TOTAL NET POSITION	**5,710,552**	**752,668**	**2,222**	**4,841,802**	**113,860**	**(49,127)**
TOTAL LIABILITIES & NET POSITION	**6,555,998**	**749,827**	**350,704**	**5,334,253**	**121,214**	**994**

* The fixed asset balances, net of depreciation, include $2,297,147 in transit funds, $0 in the governmental-wide fund account and $22,180 in parking system funds of federalized / state obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

Tahoe Transportation District
Statement of Operations
July 1, 2020 through August 31, 2020

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	1,042,446		199,896	842,550		
State Funding	43,757		43,757			
Contributions	12,548	8,334	4,184	30		
General Revenues	59,201	59,186		15		
Charges for Services	130,501	15,683		29,541	85,278	
Special Items	1,788	10	21	1,757	0	
TOTAL REVENUES	**1,290,241**	**83,213**	**247,857**	**873,893**	**85,278**	**0**
Expenses						
Personnel	604,785	35,229	59,774	509,783		
Personnel - Compensated Absences	7,937			7,937		156
Contracts	136,574		136,574			
Fuel	31,522			31,522		
Depreciation	117,422			114,796	2,626	404
Other Operating	308,939	26,947	9,063	263,931	8,999	
ICAP - 10%	58,034		3,834	54,200		
Capital Outlay						
Interest						
Other Funding Sources		2,159	38,593	(40,752)		
TOTAL EXPENSES	**1,265,213**	**64,335**	**247,837**	**941,417**	**11,625**	**560**
FY 21 Increase / (Decrease) to Net Position	**25,028**	**18,879**	**21**	**(67,525)**	**73,653**	**(560)**

Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	General Fund Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues							
General Revenues							
Admin Support	27,312	30,722	58,034	58,034	435,166	13.34%	58,034
Miscellaneous	1,152		1,152	1,152		-100.00%	1,152
Contributions	4,167	4,167	8,334	8,334	100,000	8.33%	8,334
Total General Revenues	**32,631**	**34,889**	**67,520**	**67,520**	**535,166**	**12.62%**	**67,520**
Charges for Services							
Administrative Fees	874	7,653	8,528	8,528	71,000	12.01%	8,528
Rental Car Mitigation Fees	3,509	3,647	7,156	7,156	60,000	11.93%	7,156
Total Charges for Services	**4,383**	**11,300**	**15,683**	**15,683**	**131,000**	**11.97%**	**15,683**
Special Items							
Sale of Fixed Assets							
Interest Revenue	6	4	10	10	120	8.52%	10
Total Special Revenues	**6**	**4**	**10**	**10**	**120**	**8.52%**	**10**
TOTAL REVENUES	**37,020**	**46,193**	**83,213**	**83,213**	**666,286**	**12.49%**	**83,213**
Expenses							
Operating							
Personnel	17,437	17,792	35,229	35,229	335,676	10.49%	35,229
Repairs & Maintenance					500	0.00%	
Insurance	1,873	1,874	3,747	3,747	22,434	16.70%	3,747
Facility Rent	3,819	3,807	7,626	7,626	46,445	16.42%	7,626
Telephone	1,816	1,050	2,866	2,866	13,560	21.14%	2,866
Supplies	1,195	1,580	2,776	2,776	25,652	10.82%	2,776
Advertising & Public Relations					2,100	0.00%	
Reproduction & Printing					1,184	0.00%	
Postage					375	0.00%	
Dues, Subscriptions & Publications	4,214	351	4,565	4,565	26,865	16.99%	4,565
License & Permits					0	100.00%	
Professional Services	1,746	1,061	2,807	2,807	96,590	2.91%	2,807
Legal Services		1,884	1,884	1,884	45,000	4.19%	1,884
Auditing Services					35,000	0.00%	
Bank Fee / CC Fees	400		400	400	1,000	40.00%	400
Transit Management - No Shore					12,000	0.00%	
Training					10,800	0.00%	
Travel					12,960	0.00%	
Events					3,575	0.00%	
Taxes					12,000	0.00%	
Miscellaneous Expenses	138	138	276	276	7,083	3.89%	276
Total Operating	**32,639**	**29,537**	**62,175**	**62,175**	**710,799**	**8.75%**	**62,175**

Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	General Fund Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Capital Outlay							
Office & Equipment over $5000							
Office & Equipment under $5000							
CIP over $5000							
Reimbursed Capital Expenses							
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	**100.00%**	**0**
Interest							
Interest Expense					2,450	0.00%	
Total Interest Expense	**0**	**0**	**0**	**0**	**2,450**	**0.00%**	**0**
Other Financing Sources							
Preventive Maint (In)							
Capital Outlay (In) Out							
Transfer (In) Out	710	1,449	2,159	2,159	2,486	86.86%	2,159
Total Other Financing Sources	**710**	**1,449**	**2,159**	**2,159**	**2,486**	**86.86%**	**2,159**
TOTAL EXPENSES	33,349	30,986	64,335	64,335	715,735	8.99%	64,335
Increase/(Decrease) to Net Position	**3,672**	**15,207**	**18,879**	**18,879**	**(49,449)**	**-38.18%**	**18,879**

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	CIP Fund			Actual vs Budget			Program YTD							
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Rec Travel	Bikeway / Parking / VPPP	Meeks / SR 89 (Fanny(	Corridor Mgmt	Other CIP Projects	Transit Ops Projects	Program Total
Revenues														
Capital Grant & Contributions														
Surface Transportation Program (STP)	38,782	68,988	107,770	107,770	4,164,880	2.59%	69,312	38,458						107,770
Active Transportation Program (ATP)	2,378	2,738	5,116	5,116	913,900	0.56%				5,116				5,116
Congestive Mitigation & Air Quality (CMAQ)	41,225	4,521	45,747	45,747	771,000	5.93%	45,747							45,747
Highway Infrastructure Pgm (HIP)					(561,961)	0.00%								
STS Funding Alternatives (STSFA)					(999,936)	0.00%								
Federal Transportation Administration	9,702		9,702	9,702	6,585,438	0.15%							9,702	9,702
Office of Emergency Services (CalOES)						100.00%								
Transportation Alternative Programs (TAP)					239,212	0.00%								
Value Pricing Pilot Program (VVVP)	15,993	14,026	30,019	30,019	15,715	191.02%			30,019					30,019
State Planning						100.00%								
Prop 1B	10,650	3,135	13,785	13,785	61,632	22.37%							13,785	13,785
Low Carbon Transit Operations		17,265	17,265	17,265		100.00%							17,265	17,265
Washoe County	3,321		3,321	3,321	388,400	0.86%			3,321					3,321
Douglas County					176,026	0.00%								
Conservancy	5,944	3,441	9,385	9,385		-100.00%						9,385		9,385
TMPO	401	1,141	1,542	1,542	4,031	38.26%					1,542			1,542
Contributions	678	3,506	4,184	4,184	751,055	0.56%			4,183				1	4,184
Total Capital Grants & Contributions	**129,075**	**118,762**	**247,837**	**247,837**	**15,633,186**	1.59%	**115,058**	**38,458**	**37,524**	**5,116**	**1,542**	**9,385**	**40,752**	**247,837**
Special Items														
Interest Revenue	12	9	21	21	0	-100.00%			18				2	21
Total Special Items	**12**	**9**	**21**	**21**	**0**	-100.00%			**18**				**2**	**21**
TOTAL REVENUES	**129,087**	**118,770**	**247,857**	**247,857**	**15,633,186**	**1.59%**	**115,058**	**38,458**	**37,543**	**5,116**	**1,542**	**9,385**	**40,754**	**247,857**
Expenses														
Personnel	28,006	31,768	59,774	59,774	330,440	18.09%	27,660	9,211	16,927	1,424	2,513	2,038		59,774
Contract Services	77,813	58,761	136,574	136,574	7,585,912	1.80%	82,295	28,549	14,881	3,500		7,347		136,574
Reproduction & Printing	281		281	281	500	56.20%			281					281
Rent Meeting Room					4,300	0.00%								
Supplies	118	762	880	880	1,550	56.75%			880					880
License & Permits	34		34	34		-100.00%			34					34
Advertising / Outreach					5,650	0.00%								

Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	CIP Fund			Actual vs Budget			Program YTD							
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Rec Travel	Bikeway / Parking / VPPP	Meeks / SR 89 (Fanny(	Corridor Mgmt	Other CIP Projects	Transit Ops Projects	Program Total
Expenses Continued														
Postage						100.00%								
Professional Services	1,323	6,466	7,789	7,789	141,320	5.51%	2,337	965	4,487					7,789
Administrative Fees					50,000	0.00%								
Training					1,500	0.00%								
Travel - Per Diem					6,100	0.00%								
Travel - Commercial Air					2,000	0.00%								
Travel - Auto		34	34	34	2,100	1.62%			34					34
Dues & Subscriptions		45	45	45	500	-100.00%				45				45
ICAP - 10%	1,858	1,976	3,834	3,834	35,166	10.90%	2,766	921		147				3,834
Total Operating	**109,433**	**99,811**	**209,244**	**209,244**	**8,167,038**	**2.56%**	**115,058**	**39,646**	**37,524**	**5,116**	**2,513**	**9,385**	**0**	**209,244**
Capital Outlay														
Equipment / CIP over $5000	20,353	20,400	40,752	40,752	4,989,634	0.82%							40,752	40,752
Equipment / CIP under $5000					129,000	0.00%								
Property Acquisition					2,350,000	0.00%								
Reimb Capital Expenses	(20,353)	(20,400)	(40,752)	(40,752)	(7,468,634)	0.55%							(40,752)	(40,752)
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	**100.00%**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Other Financing Sources														
Preventive Maint (In)														
Capital Outlay (In) Out	20,353	20,400	40,752	40,752	7,468,634	0.55%							40,752	40,752
Transfer (In) Out	(710)	(1,449)	(2,159)	(2,159)	(2,486)	86.86%		(1,188)			(971)			(2,159)
Total Other Financing Sources	**19,643**	**18,950**	**38,593**	**38,593**	**7,466,148**	**0.52%**		**(1,188)**			**(971)**		**40,752**	**38,593**
TOTAL EXPENSES	**129,075**	**118,762**	**247,837**	**247,837**	**15,633,186**	**1.59%**	**115,058**	**38,458**	**37,524**	**5,116**	**1,542**	**9,385**	**40,752**	**247,837**
Increase / (Decrease) to Fund Balance	**12**	**9**	**21**	**21**	**0**	**-100.00%**	**0**	**0**	**18**	**0**	**0**	**0**	**2**	**21**

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	TO Fund Activity			Actual vs Budget			Program YTD		
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	S. Shore Ops	SR28 Incline	Program Total
Revenues									
Grants & Contributions									
FTA 5311	205,831	216,972	422,803	422,803	3,088,411	13.69%	422,803		422,803
FTA 5307	214,233	205,514	419,747	419,747	1,628,851	25.77%	419,747		419,747
CMAQ - 5307					450,000	0.00%			
TDA - LTF					1,157,358	0.00%			
TDA - STA					572,403	0.00%			
TDA - SGR					91,572	0.00%			
NV State Parks					0	100.00%			
Sac Emergency Clean Air					400,000	0.00%			
Hybrid Voucher Incentive Pgm					43,114	0.00%			
Contributions	30		30	30	43,674	0.07%	30		30
Total Grants & Contributions	**420,094**	**422,486**	**842,580**	**842,580**	**7,475,383**	**11.27%**	**842,580**	**0**	**842,580**
Charges for Services									
FareBox Revenue		29,541	29,541	29,541	201,652	14.65%	29,541		29,541
Pass Sales					0	100.00%			
Advertising Revenue					0	100.00%			
Total Charges for Services		**29,541**	**29,541**	**29,541**	**201,652**	**14.65%**	**29,541**	**0**	**29,541**
Special Items									
Sale of Fixed Assets	148	1,528	1,676	1,676	2,500	67.03%	1,676		1,676
Miscellaneous	9	6	15	15		-100.00%	15		15
Insurance Claim Revenues									
Interest Revenue	49	32	81	81	1,790	4.54%	81		81
Total Special Items	**206**	**1,566**	**1,772**	**1,772**	**4,290**	**41.30%**	**1,772**	**0**	**1,772**
TOTAL REVENUES	**420,300**	**453,592**	**873,893**	**873,893**	**7,681,325**	**11.38%**	**873,893**	**0**	**873,893**
Expenses									
Operating									
Personnel	249,309	268,411	517,720	517,720	4,118,156	12.57%	517,720		517,720
Vehicle Fuel	14,655	16,867	31,522	31,522	315,720	9.98%	31,522		31,522
Sales Tax on Fuel					735	0.00%			
Repair and Maintenance	64,965	52,195	117,160	117,160	879,655	13.32%	117,160		117,160
Insurance	20,107	20,025	40,131	40,131	311,427	12.89%	40,131		40,131
Reproduction & Printing	401	48	449	449	22,105	2.03%	449		449
Facility Rent	12,110	12,109	24,219	24,219	145,758	16.62%	24,219		24,219
Facility Utilities	2,967	3,291	6,258	6,258	72,746	8.60%	6,258		6,258
Telephone	3,209	2,231	5,440	5,440	28,968	18.78%	5,440		5,440

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	TO Fund Activity			Actual vs Budget			Program YTD		
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	S. Shore Ops	SR28 Incline	Program Total
Expenses Continued									
Supplies	7,652	4,372	12,024	12,024	93,665	12.84%	12,024		12,024
Advertising & Public Relations	1,075	1,799	2,874	2,874	85,000	3.38%	2,874		2,874
License & Permits					953	0.00%			
Dues, Subscriptions and Publications	1,694	319	2,013	2,013	6,557	30.70%	2,013		2,013
Professional Services	20,466	31,596	52,063	52,063	395,608	13.16%	52,063		52,063
Bank Fees	401	388	789	789	5,481	14.40%	789		789
Training					25,500	0.00%			
Travel	66	54	120	120	33,088	0.36%	120		120
Reimbursed Travel						100.00%			
Miscellaneous Expenses	304	87	391	391	48,000	0.81%	391		391
Grant Match	1		1	1	631,114	0.00%	1		1
ICAP - 10%	25,454	28,746	54,200	54,200	400,000	13.55%	54,200		54,200
Depreciation Expense	58,492	56,303	114,796	114,796	853,580	13.45%	114,796		114,796
Total Operating	**483,329**	**498,841**	**982,170**	**982,170**	**8,473,816**	**11.59%**	**982,170**	**0**	**982,170**
Capital Outlay									
Equipment under $5000					139,308	0.00%			
Disposal of Fixed Assets					20,000	0.00%			
Reimbursed Capital Expenses					0	100.00%			
Total Capital Outlay	**0**	**0**	**0**	**0**	**159,308**	**0.00%**	**0**	**0**	**0**
Other Financing Sources									
Capital Outlay (In) Out	(20,353)	(20,400)	(40,752)	(40,752)	(7,468,634)	0.55%	(40,752)		(40,752)
Transfer (In) Out						0.00%			
Total Other Financing Sources	**(20,353)**	**(20,400)**	**(40,752)**	**(40,752)**	**(7,468,634)**	**0.55%**	**(40,752)**	**0**	**(40,752)**
TOTAL EXPENSES	**462,976**	**478,441**	**941,417**	**941,417**	**1,164,490**	**80.84%**	**941,417**	**0**	**941,417**
Increase / Decrease) to Fund Balance	**(42,676)**	**(24,849)**	**(67,525)**	**(67,525)**	**6,516,835**	**-1.04%**	**(67,525)**	**0**	**(67,525)**

Tahoe Transportation District
Parking Systems Fund
Statement of Operations
July 1, 2020 through August 31, 2020

	Parking System Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	Parking System
Revenues							
General Revenues							
Contributions					7,000	0.00%	
Total General Revenues	0	0	0	0	7,000	0.00%	0
Charges for Services							
Parking Revenue	8,744	76,533	85,278	85,278	210,000	40.61%	85,278
Total Charges for Services	**8,744**	**76,533**	**85,278**	**85,278**	**210,000**	40.61%	**85,278**
Special Items							
Interest Revenue	0	0	0	0	0	100.00%	0
Total Special Revenues	**0**	**0**	**0**	**0**	**0**	100.00%	**0**
TOTAL REVENUES	**8,744**	**76,534**	**85,278**	**85,278**	**217,000**	**39.30%**	**85,278**
Expenses							
Personnel					17,955	0.00%	
Contracts					89,430	0.00%	
Professional Services					2,800	0.00%	
Rent / Lease					12,000	0.00%	
Advertising / Outrech					0	100.00%	
Supplies					1,500	0.00%	
Repairs & Maintenance					3,000	0.00%	
Admin Fees	874	7,653	8,528	8,528	21,000	40.61%	8,528
Travel - Auto					500	0.00%	
Bank / CC Fees	21	450	471	471	4,194	11.23%	471
Misc Fees					7,920	0.00%	
Depreciation	1,335	1,292	2,626	2,626	41,430	6.34%	2,626
TOTAL OPERATING EXPENSES	2,230	9,395	11,625	11,625	201,729	5.76%	11,625
Capital Outlay							
Equipment over $5000						100.00%	
Equipment under $5000						100.00%	
Total Capital Outlay	**0**	**0**	**0**	**0**	**0**	100.00%	**0**
Other Funding Sources - Revenues							
Revenues							
Capital (In) Out						**100.00%**	
Transfers (In) Out						100.00%	
Total Other Financing Sources	**0**	**0**	**0**	**0**	**0**	100.00%	**0**
Total Expenses and Other Funding Sources	2,230	9,395	11,625	11,625	201,729	6%	11,625
Increase /(Decrease) to Fund Balance	**6,514**	**67,139**	**73,653**	**73,653**	**15,271**	**482.31%**	**73,653**

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Ratify Selection of the Employee Health Benefit Program for the Period December 1, 2020 through November 30, 2021

Action Requested:
Staff requests the Board ratify the selection of the Employee Health Benefit Program provided by TTD's broker, LP Insurance, and described in this summary for the period December 1, 2020 through November 30, 2021.

Fiscal Impact:
The Employee Health Benefit Program is expected to cost approximately $304,000.00. The age banded rates are fixed for the year, but the actual costs will depend on the number of employees on the plan. The age banded rates have increased by approximately 1.9% over last year and expenditures associated with this item are accounted for in the FY21 budget. This budget included an 18% increase over prior year, so the slight increase is well within budget.

Background:
The purpose of the Employee Health Benefits Program is to provide an affordable health care program for the non-bargaining employees of TTD. This program also serves as a tool when recruiting potential new hires.

Discussion:
The Human Resources/Risk Manager contacted LP Insurance to request group insurance options for the upcoming plan year. LP Insurance presented small group medical quotes as well as one large group medical quote based on the total number of TTD employees (65). The request for market survey information was directed at medical coverage only. The additional fringe benefits to include dental, vision, life insurance, AD&D, and short-term disability will remain consistent with rates and coverage from the 2020 plan year. The market survey analysis information in regards to medical focused on coverage comparable to what is currently in place.

The District Manager, CFO, and Human Resources/Risk Manager reviewed the proposals in detail and later met with the management team with a recommendation to continue coverage with Hometown Health and the renewal option as presented. The coverage levels of the renewal option were nearly identical to the 2020 coverage, with a few minor increases and decreases to the benefits in the plan. The team agreed unanimously that the Hometown Health Small Group Renewal was the best option for TTD.

DA/ja AGENDA ITEM: VII.B.

Following is the summary of the insurance carriers and benefits that will be offered under the selected program:

- Medical – Hometown Health PPO 1000 Gold
- Dental, Life/AD&D, Voluntary Life/Voluntary AD&D – Kansas City Life
- Vision – VSP
- Short Term Disability – Mutual of Omaha

The rates for the medical plan are based on each individual and their age, which resulted in a small increase overall. The rate increase of 1.9% is within budget and allows TTD to maintain coverage for the employee at 100%. For dependent coverage, employees will pay 55% of the age based premium rate and TTD will pay the remaining 45%.

Open enrollment is currently underway through November 13, 2020 where employees have a once-a-year opportunity to review current benefit coverage to ensure that what they have in place continues to meet their needs and the needs of their family members. New coverage begins on December 1, 2020 for medical and vision and January 1, 2021 for dental, life insurance/AD&D, and short-term disability.

Staff recommends that the Board ratify the selection of this insurance program.

Additional Information:
If you have any questions or comments regarding this item, please contact DeDe Aspero at daspero@tahoetransportation.org or (775) 589-5326.

DA/ja AGENDA ITEM: VII.B.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Authorize Issuance of a Contract Award to Interwest Consulting Group for Information Technology Support Services

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Action Requested:
It is requested the Board award a contract to Interwest Consulting Group for Information Technology (IT) Consulting and Support and authorize the District Manager to execute a three-year contract, with two one-year options.

Fiscal Impact:
Fiscal Year 2021 (FY21) operating expenditures associated with this item are accounted for in the approved budget. Total cost of this contract (five years) will not exceed $457,882. This is an indefinite delivery/indefinite quantity (IDIQ) contract with a not-to-exceed total cost. This is a type of contract that provides for an indefinite quantity of services during a fixed period of time. The services are priced per unit (included in Attachment A). The quantities of services are estimated based on past usage and anticipated future demand. As the estimated total contract cost exceeds the District Manager's approval limit of $75,000, Staff is seeking Board approval for this contract.

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

Background:
On October 6, 2020, Staff released a Request for Proposals (RFP) for Information Technology Consulting and Support. The purpose of this solicitation is to provide continuity of support for TTD's information technology systems currently operated by Interwest (incumbent), to provide help desk support to TTD employees, and to manage information technology products and projects.

Discussion:
On October 27, 2020, TTD received three proposals to the RFP. The submitting firms are listed below:

- Interwest
- Nam Tech
- vTech

GF/ja AGENDA ITEM: VII.C.

The evaluation team reviewed the proposals and determined that interviews were not necessary. The evaluation team consisted of George Fink, Tara Styer, and Leslie Conard.

vTech's average rating was 71. Vtech's proposal appeared to be a form proposal with little customization for TTD. The proposal did not discuss experience with TTD systems or software. Rather, vTech focused on their expertise, largely ignoring TTD requirements.

Similarly, Nam Tech's proposal also seemed formulaic. Nam Tech's approach was to hire a sub-consultant after award of this contract to fulfill the requirements of this RFP. However, it was clear that Nam Tech did not understand TTD's requirements and would certainly not be able to communicate TTD's requirements to a sub-consultant. Pricing from Nam Tech was six pages of GSA rates with no indication which staffing would be used and at what level making it difficult to ascertain exactly who would be in what role and the ultimate pricing od staff/sub-consultants. Nam Tech's average rating was 46.

Neither Nam Tech nor vTech responded with descriptions of their experience with TTD software and systems. Neither firm explained adequately how on-site work would be accomplished – a key requirement of the RFP.

Interwest is TTD's incumbent IT consulting and support firm. Their response to the RFP was excellent and they have four years of understanding TTD projects and software. Interwest staff are well-qualified and have relevant transit references. Interwest's proposal was unique to TTD and spoke directly to TTD systems, software, and projects. Interwest is able to provide onsite support and met the requirements of the RFP. Their pricing was simple and straightforward. Interwest's average rating was 91.

The evaluation team recommends Interwest Consulting Group as the best value for Information Technology Consulting and Support.

The proposed contract is structured as three years with two option years. The cost exhibit details fixed rates of pay for Interwest employees. The overall expenditures under the contract will be controlled by a not-to-exceed amount of $457,882 allocated over the three years of the initial term with priced option years (Year 1: $75,000; Year 2: $82,500; Year 3: $90,750; Option Year 1: $99,825; Option Year 2: $109,807). Each year's expenditures will be allocated via the budgeting process through purchase orders (PO). There may be multiple POs issued to fund Interwest's work throughout the contract term dependent on TTD's needs. These maybe related to operational or capital project support.

Additional Information:

If you have any questions or comments regarding this item, please contact George Fink at gfink@tahoetransportation.org or (775) 557-4890.

Attachment:

A. Draft Contract

AGREEMENT FOR GOODS AND SERVICES BETWEEN TAHOE TRANSPORTATION DISTRICT AND INTERWEST CONSULTING GROUP

This Agreement ("Agreement") is entered into as of this 13 day of November, 2020 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and Interwest Consulting Group ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by Request for Proposals the performance of the services and goods defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services and goods defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services and supply the goods.

C. District has authority to enter into this Agreement and the District's General Manager has authority to execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services and goods defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years, with two (2) one (1) year options which may be exercised at the sole discretion of the District.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Contractor agrees to perform the services and provide goods as set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed four hundred fifty-seven thousand, eight hundred eighty-two dollars ($457,882), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. District shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

District may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. District shall reject or finally accept Contractor's work within sixty (60) days after submitted to District. District shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to District all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted

accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, District may, by written request, require that custody of such documents or records be given to the District. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully,

competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the General Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

(b) District understands and acknowledges that Contractor is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section.

(c) District understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the General Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the General Manager or unless requested by the District Attorney of District, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives District notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to defend and indemnify the District only to the extent permitted by California Civil Code Section 2782.8, which limits the liability of a design professional to claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. To the extent that California Civil Code Section 2782.8 applies to this Agreement, the indemnification obligations of Contractor shall be limited in accordance with that section.

(e) District's Negligence. The provisions of this section do not apply to claims occurring as a result of District's sole negligence. The provisions of this section shall not release District from liability arising from gross negligence or willful acts or omissions of District or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. District has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." District acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub-contractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify District of any changes in Contractor's staff and

subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) Termination for Convenience. District may terminate this Agreement, in whole or in part, at any time by giving written notice of termination to Contractor if District determines that termination is in its best interest. In the event such notice is given, Contractor shall cease immediately all work in progress. Contractor shall be paid its costs, including contract close-out costs, on work performed up to the time of termination.

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 "Default" and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the District may give notice to Contractor specifying the nature of the default and providing the Contractor a timeframe to cure the default. The District may hold all invoices until the default is cured. If Contractor does not cure the default to District's satisfaction in the timeframe given, the District may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the District to give notice of the Contractor's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY DISTRICT.

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Tahoe Transportation District
Attn: George Fink, TSPM
P.O. Box 499
Zephyr Cove, NV 89448

To Contractor: Interwest Consulting Group
Attn: Michael Kashiwagi, PE
Chief Operations Officer
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the General Manager or his or her designated representative. The General Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 “Amendment” and the General Manager’s contracting authority under District’s ordinances, rules and regulations.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The General Manager shall have the authority to approve any amendment to this Agreement if the total compensation

under this Agreement, as amended, would not exceed the General Manager's contracting authority under the District's ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

By written notice or order, District may, from time to time, order work suspension or make changes to the Services to be provided by Contractor. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, or otherwise necessitates an amendment to this Agreement, Contractor shall promptly notify District thereof within ten (10) days after the change or work suspension is ordered, and an amendment to this Agreement shall be negotiated. However, nothing in this clause shall excuse Contractor from complying immediately with the notice or order issued by District.

SECTION 28. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 29. FEDERAL PROVISIONS.

District will be using money received from the federal government to pay all or a part of the compensation to Contractor for the Services. The federal government requires certain clauses to be included in contracts where federal money will be used in the contract. Contractor agrees to adhere to the federally-required provisions included in Exhibit "D" hereto and incorporated herein by reference. If there is a conflict between any provision in Exhibit "D" and the body of this Agreement, Exhibit "D" shall control. In addition, the Federal Highway Administration's Required Contract Clauses for Federal Aid Construction Projects (FHWA Form 1273, revised May 1, 2012; https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf) is incorporated by reference herein.

SECTION 30. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 31. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S.

District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.

SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 33. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 34. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 35. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

TAHOE TRANSPORTATION DISTRICT

_____
Carl Hasty
District Manager

ATTEST:

_____
Judi Allen
Clerk of the Board

By: _____ By: _____

_____ _____

Its: _____ Its: _____

RIV #4819-3383-6370 v2

EXHIBIT "A"
SCOPE OF SERVICES

TTD requires a consultant to manage, support, and implement information technology systems, including the following tasks:

New Systems Implementation:

- Implement Microsoft 365, Sharepoint, and any related architecture to allow for information and file sharing between, at a minimum, remote workers, the Administration Office, Y Transit Center, and the Corp Yard
- Provide migration services for all TTD data from existing WebDAV servers to OneDrive
- Provide seamless migration services from TTD's existing Gmail accounts to Outlook, including moving archived, inbox, outbox, sent, all subfolders, and contacts
- Assess and recommend SMS service
- Assess and recommend a shared contact management solution (e.g. Constant Contact, Mail Chimp, etc.)
- Assist third party contractors and TTD partners with the implementation and integration of new IT systems as they become available with new fleet and systems.

Network Maintenance Services - Typical duties shall include, but are not limited to:

- Maintenance of all TTD network equipment, including switches, routers, firewalls, bridges, access points and cabling infrastructure, desktop and multi-function, networked printers.
- Analysis, routine configuration changes, and installation of patches and upgrades.
- Configuration of alert notifications.
- Documentation of network configuration information.
- Maintain and service existing LAN.
- Installation and maintenance of network cabling, fiber, jacks, patch panels and wiring modifications.
- Coordinating employee access -passwords, etc.
- Maintain and service e-mail.
- Manage and maintain VoIP and mobile phone services.

Server Maintenance Services -Typical duties shall include, but are not limited to:

- Management of computer systems and networks to include complex application, database, messaging, web and other servers and associated hardware, software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.
- Coordinate warranty repairs or make repairs when equipment is no longer under warranty.

- Preventive equipment maintenance.
- Review, adjust, and ensure back-up job settings are correct.
- Set-up new users and edit or remove existing users on server.
- Management of user logins and security.
- Configuration management, including changes, upgrades, patches, etc.
- Installation and support of specialized software products used by TTD.
- Coordinate multi-server environment.
- Assist TTD with new purchases and upgrades of software, coordinating between software vendors and TTD, where applicable.

Desktop Administration Services -Typical duties shall include, but are not limited to:

- Perform basic support functions, including installing PCs, laptops, PDAs, printers, peripherals, and office automation software.
- Diagnosing and correcting desktop application problems.
- Configuring laptops and desktops for standard applications.
- Identifying and correcting end user hardware problems.
- Performing advanced troubleshooting and preventative maintenance.
- Coordinate warranty repairs or make repairs when equipment is no longer under warranty.
- Conduct annual evaluations of workstations and servers for upgrade and/or replacement and make recommendations to TTD.
- Assist designated TTD personnel with software and hardware purchases.

Mobile Device Maintenance - Typical duties shall include, but are not limited to:

- Maintenance and support mobile laptop systems, field printers, air cards, etc.
- Configuration assistance and set up for users with iPhones, iPads, and other devices running iOS or Android, with Mobile Device Management as necessary.

Miscellaneous Maintenance & Support Services - Typical duties shall include, but are not limited to:

- Support and maintenance of the phone system.
- Phone and internet connectivity in conjunction with multiple service providers (AT&T, Charter, Verizon, etc.)
- Support and coordinate all Microsoft Dynamics 365 functions, including coordinating with other software support firms and staff.
- Assist with operator file maintenance, data entry and software use as needed.
- Provide and oversee IT training and education program.
- Create, monitor, and process contracts and budget activity for the department.
- Maintain asset and licensing inventory.
- Deployment and support of certain fleet-based onboard systems (e.g. cameras, passenger counters, tablets, connectivity, etc.).
- Provide project management services for IT related tasks.
- Provide support and maintenance for secure remote access into TTD's intranet (TTD currently uses VPNs)

Security - Typical duties shall include, but are not limited to:

- Maintenance of virus detection programs on TTD servers, email and all other TTD computers and laptops.
- Perform security audits as requested and notify TTD personnel immediately of suspected breaches of security or intrusion detection.
- Provide maintenance of firewall and routers to ensure secure Internet access from TTD facilities.
- TTD owns all passwords required to support its information technology vendor and agrees to maintain the security of all passwords.

Antivirus/Spyware/Spam Filtering Software - Typical duties shall include, but are not limited to:

- Maintain enterprise Antivirus and Spyware software for all servers, desktops and laptops.
- Provide support on TTD's Spam and Spyware filters and Mail Security software for TTD's email accounts.

Development - Typical duties shall include, but are not limited to:

- Remain educated on new technology solutions and advise management of opportunities and needs.
- Assessment, analysis, development, testing, and implementation for business solutions.
- Database design, upgrade, tuning, and support.
- Application development and design.
- Design, development, and support for intranet and internet web services.
- Evaluation and assessment of products and services.
- Support for users in developing spreadsheet applications.
- Create reports and/or merged datasets from multiple native data sources.

Business System Analysis - Typical duties shall include, but are not limited to:

- Requirements gathering.
- Business process capture and reengineering.
- Quality assurance.
- Application and solution configuration.

Procurement - Typical duties shall include, but are not limited to:

- Coordinate with TTD for the procurement of any hardware, software, and service providers necessary to fulfill the requirements of this contract.
- Research, develop, and write Requests for Proposals in support of TTD projects to the satisfaction of TTD.
- Secure final approval authority from TTD.
- Hardware and software purchased on behalf of TTD will not be marked up.

Policy & Specifications Development - Typical duties shall include, but are not limited to:

- Provide the necessary expertise to research, develop, and write IT policies consistent with industry standards and to the satisfaction of TTD.

Reporting - Typical duties shall include, but are not limited to:

- Provide reports to TTD upon request documenting performance metrics and time spent per task/call/project.
- Contractor shall identify remaining contract capacity on each invoice and note any work requested by TTD that may cause actual costs to exceed the annual budgeted amounts.

Help desk support remotely and on-site (as needed):

- Help desk response time and availability requirements:
  - Local phone number and email address for emergency support
  - Provide support 24 hours a day, 7 days a week
  - Respond to emergency outages within one (1) hour during normal business hours
  - Respond to emergency outages within two (2) hours during non-business hours
  - In case of an emergency, be on-site within four (4) hours
  - Provide unlimited technical phone support
  - Trouble Tickets will be acknowledged within thirty (30) minutes during normal business hours
- Typical response time during normal business hours:
  - Password reset - fifteen (15) minutes
  - Create new user - one (1) hour
  - Installing desktop application -one (1) hour
  - Troubleshoot/Desktop repair - thirty (30) minutes
  - Adding desktop printer - fifteen (15) minutes
- On-site services are on an as needed basis*
  - Proposer should plan on one (1) day per week for on-site support – preferably with the same staff member to build a relationship and reduce confusion and delays from week to week.
  - If additional on-site visits are needed for emergencies, proposer will respond on-site the next day
  - For non-emergency visits, TTD will use best efforts to provide two (2) weeks' prior notice

* *Based on prior experience, TTD estimates that IT personnel will perform the following hours of support each week: 11 hours of IT support (6 hours of on-site support and 5 hours of remote support).*

Cost responsibilities:

- Cost of personnel shall be by hourly rates with an annual not-to-exceed amount
- File server cloud hosting will be provided on a per-user basis

- Cost of outside services, subscriptions, etc. shall be TTD accounts and billed separately and directly to TTD
- Items authorized by TTD for procurement in support of this scope of services will be at cost to the Proposer and charged back as a line item on each invoice

Proposal:

- Interwest Consulting Group's proposal submitted on October 27, 2020 in satisfaction of the Request for Proposals is hereby incorporated into this scope of work by reference.

EXHIBIT "B"
COMPENSATION

The overall expenditures under the contract are not-to-exceed $457,882 allocated over the three years of the initial term with priced option years (Year 1: $75,000; Year 2: $82,500; Year 3: $90,750; Option Year 1: $99,825; Option Year 2: $109,807). Each year's expenditures will be allocated via the budgeting process through purchase orders (PO).

Hourly rates for Interwest staff are not-to-exceed those below, adjusted not more than annually and increased no more than the Consumer Price Index for All Urban Consumers (CPI-U) for the Sacramento-Roseville-Arden/Arcade area.

IT Project Manager $135
Network Engineer $125
IT Senior Analyst – Project Manager $125
IT Analyst $100
IT Technician $70

EXHIBIT "C"
INSURANCE

A. Insurance Coverages. Contractor shall provide and maintain insurance, acceptable to the District, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Contractor shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

__X__ **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and District against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars ($1,000,000) per occurrence and subject to an annual aggregate of two million dollars ($2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

__X__ **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars ($1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars ($1,000,000). A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the District.

__X__ **Workers' Compensation Insurance:** Workers' Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars ($1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.

__X__ **Professional Liability Insurance:** Professional liability insurance appropriate to the Contractor's profession in an amount not less than one million dollars $1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this

Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to District.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.

b. Contractor's insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

c. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the District, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the District Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against District, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Contractor furnish District with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT "D"
FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
    a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
    b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Civil Rights.
    a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee

or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:
    i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. Disadvantaged Business Enterprises.
    a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The District's overall goal for DBE participation is 2.1 %. A separate goal has not been established for this procurement.
    b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
    c. Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
    d. Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the District. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
    e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.

5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Agreement.

7. No Obligation By The Federal Government
    a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall

not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.
   a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
   b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
   c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Veterans Employment. As provided by 49 U.S.C. § 5325(k):
   a. To the extent practicable, Contractor agrees that it:

      1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

      2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-contractor will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. Fly America - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

11. Suspension and Debarment
    a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
    b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
    c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Lobbying – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15. Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Update on the Acquisition of the Old Elementary School Site from the Washoe County School District, Located at 771 Southwood Blvd., Incline Village, for Use as a Mobility Hub and Other Potential Community Amenities Related to the Development of Tahoe's Transit System and Operations for Public Transit and Public Access to the Lake Tahoe Region

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Action Requested:
It is requested the Board hear an update on the acquisition process for the old elementary school site located at 771 Southwood Blvd. in Incline Village from the Washoe County School District (WCSD).

Fiscal Analysis:
At this time, TTD has been awarded $1.956 million from Title 49 of the US Code Section 5339 Bus and Bus Facilities fund program through the Nevada Department of Transportation (NDOT) and with the concurrence of the Federal Transit Administration (FTA) for acquisition, with another $1.2 million for demolition and asbestos abatement awaiting the formal award letter. Additional funds will be needed for redevelopment of the property. A variety of nonfederal source funds are available through various programs for match for the purchase and demolition, including but not limited to Transportation Development Act, State Question 1, and Washoe County 1 funds. The purchase and demolition costs are based on an April 2019 appraisal prepared for WCSD in anticipation of sale.

Work Program Analysis:
The site is currently used seasonally as part of transit service operations so any associated staff time is included in the work program. Acquisition and redevelopment of the property as a project will affect future work programs.

Background:
The old elementary school site in Incline Village has been vacant for more than fifteen years. It has been used by TTD in agreement with the WCSD as a seasonal transit hub for the East Shore Transit Service – East Shore Express (ESE) provided to the public seeking access to Sand Harbor, and now the East Shore Trail, for the last nine years. The seasonal service to Sand Harbor is the start of the vision to serve the entire SR 28 corridor to Spooner Summit when the other trail and parking improvements are constructed. In addition, TTD's long-range transit plan (Linking Tahoe: Lake Tahoe Basin Transit Master Plan) highlights the need for a

mobility hub in Incline Village, among a number of other locations to complete the greater transit service needed for the Tahoe Region, including locations outside the Tahoe Basin. This need is reflected in Tahoe's Regional Transportation Plan developed and administered by the Tahoe Regional Planning Agency (TRPA). The old elementary site would be the second mobility hub developed by TTD in fulfillment of Linking Tahoe.

Lake Tahoe Community College Mobility Hub

Staff had reported to the Board on several occasions in 2019 on the potential loss of the school site and how that would leave the seasonal service without an alternative. In August of 2019, the WCSD Board took action to open a bid process for sale of the site after the Incline Village General Improvement District (IVGID) formally declined purchasing the site and ended discussions with WCSD.

The site is 6.41 acres in size, with 187,020 square feet of TRPA confirmed coverage and located adjacent to high density housing and a commercial center. The site has excellent access to SR 28 from Southwood Blvd., with a signalized intersection to accommodate a safe left turning maneuver. The site is comprised of the old school buildings, blacktop parking areas, a play field, and undeveloped areas. The ESE utilizes this site for intercepting visitors that are unable or unwilling to park at Sand Harbor State Park. Sand Harbor State Park will often fill their parking lots to capacity within the first few hours of opening. Visitors then have to access the park through the newly completed three-mile-long multi-use trail or by parking and riding on the ESE. Use of the ESE has increased substantially over the years. Prior to the pandemic, over 40,000 trips were completed by visitors to Sand Harbor on the ESE.

East Shore Express Bus at Sand Harbor

The loss of the site would likely mean a cessation of the seasonal service provided by TTD, as another suitable site could not be found. It would be devastating to the community to lose the ESE service as the SR 28 corridor is already heavily congested. The old elementary school site is an ideal intercept lot for visitors to Sand Harbor State Park. Located between Mt. Rose Highway (NV 431) and Sand Harbor State Park, the lot is easily accessible for Reno and California visitors before they make the trip to the park only to learn the lots are full. Visitors from Carson City travelling over US 50 to NV 28 have only a short drive once they pass Sand Harbor allowing them to quickly park and return to Sand Harbor via the ESE.

The loss of the site would also impact the ability to create an inter-regional transit system. The envisioned future system includes transit options between the Truckee Meadows in Washoe County, connections to Carson City as well as the south shore of Lake Tahoe. The site can also be used by the TART system operated by Placer County serving Incline Village currently with connections to the north shore. Interest has also been expressed for micro-transit circulator service within Incline Village.

Alternatives Sites:
TTD examined a number of other sites in the area. From Kings Beach to Mt. Rose Ski Resort[1], all of the other sites failed to deliver a complete package that included availability, space, zoning, price, convenience, and location offered by the old elementary school. Under typical conditions, most of these deficiencies could be mitigated. However, at Lake Tahoe, TRPA regulations fixed the land uses, which complicates zoning changes and prevents new lands from being developed within the Tahoe Basin. Additionally, many of the visitors to Sand Harbor are return visitors that are already accustomed to the travel patterns and location of the intercept lot. The development of a new site would impact habitual travel patterns and negatively affect overall utilization of the service.

At the September 2019 meeting of TTD, the Board authorized the District Manager and Legal Counsel to develop cooperative agreements on funding, pursue due diligence, and develop an acquisition funding package and timeline for the site.

Discussion:
TTD secured the FTA's Categorical Exclusion Concurrence for Real Property Protective Acquisition at 771 Southwood Blvd. on July 30, 2020. A Phase I Environmental Site Assessment has been completed by Converse Consultants and a current appraisal by Johnson-Perkins is expected to be completed by November 12, 2020. On November 16, 2020, Carter-Ott will begin a review appraisal. The appraisals are a required part of purchasing real property with FTA funds. Once the appraisals are complete, FTA will review them and issue concurrence. Staff expects this process to be complete by the end of the year. In January, staff will bring the purchase agreement with WCSD to the Board for approval.

Concurrent with the purchasing process, staff will release a Request for Proposals (RFP) to acquire a planning consulting firm to complete a Transportation Specific Plan for Incline Village as the size, location, and coverage provide an opportunity to support other potential compatible community amenities and needs. The scope of work will include:

- Working with the community to design the mobility hub for Incline Village and exploring other transportation services and amenities;
- Inviting the Washoe Regional Transportation Commission (RTC) and Placer County (Tahoe Truckee Area Regional Transportation) to participate and share their transportation visions and plans with the community and determine if there are opportunities to collaborate;
- Assessing Incline Village-Crystal Bay transportation needs which could include walking, bicycling, micro-transit, senior services, Diamond Peak shuttle enhancements, and/or other community enhancements;
- Reaching out to the business community to understand customer and employee transportation challenges;
- Exploring opportunities to partner with private entities for co-located, complementary uses;
- Discussing with the Incline Village Crystal Bay Visitors Bureau and their members the transportation needs of visitors.

Staff anticipates the community planning process to continue through the spring. Demolition will likely take place in the spring after the snow melts. Depending on the pandemic safety

[1] "Tahoe Inn" - 9937 N Lake Blvd, Kings Beach, CA; "Nine 41" - 941 Lake Blvd, Incline Village, NV; old gas station at the intersection of Lake Blvd and Lakeshore Dr., Incline Village, NV; Mount Rose Ski Area Parking Lot - 22222 Mt Rose Hwy, Reno, NV; 1210 Ski Way, Incline Village, NV

protocols, TTD anticipates resuming ESE express service in partnership with Nevada State Parks in the summer of 2021.

Additional Information:

If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or gfink@tahoetransportation.org.

Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: One Tahoe Regional Revenue Legislative Objectives for Changes to Article IX, TTD's Authorizing Language, for Revenue Source Establishment by Removing Current Prohibitions and Adding New Potential Choices for a Future TTD Board Decision and Associated Enablement Part V –Discussion and Possible Direction on Work Plan Development for Phase 2 of One Tahoe as Part of a **Framework to Collaboratively Develop a Transportation Sustainable Revenue Proposal**

Action Requested:
It is requested the Board hear the item and discuss for possible direction the workplan concept for Phase 2 of the One Tahoe effort as part of a sustainable revenue proposal for the draft 2045 Regional Transportation Plan (RTP) finance strategy.

Fiscal Analysis:
At the July 10 Board meeting, the Board heard and discussed the One Tahoe initiative to change TTD's authorizing language to provide the ability for the Board to make a future decision for a revenue mechanism that will work to facilitate the implementation of the regional transportation plan and leverage other existing federal, state, local, and private sources. Pursuit of legislation and the ancillary stakeholder process will require additional financial resources. TTD's current budget has $30,000 in general fund for professional services and a remaining balance of $110,922 in Surface Transportation Block Grant funds for Staff and professional services to the process effort. This is a limited budget for what is needed. Staff has also applied for a Surface Transportation System Funding Alternative (STSFA) Program grant through the Nevada Department of Transportation (NDOT) at the encouragement of the Federal Highway Administration (FHWA), who support efforts like One Tahoe, given transportation system needs around the country and the limited amount of federal funds to meet them all. The grant request is for almost $1 million over a period of at least fifteen months and would support a more robust effort, including public outreach and initial project development for the revenue collection system.

Work Program Analysis:
Work to change TTD's existing enabling legislation is included in this fiscal year's work program. A successful grant award is anticipated in the budget for the capacity to continue the work through professional services programmed in the work program.

CH/ja AGENDA ITEM: VIII.B.

Background:
Since October 2018, TTD has been engaged in a lengthy public process to determine revenue ideas and arrive at support for enabling legislative changes to TTD's authority, in order that the Board can move forward at a future date to establish a regional revenue source to be used for transportation system improvements and operations as first envisioned in the bi-state compact of 1980. The region is in great need of such a source; as for decades, the regional transportation plan has had a serious shortfall and been heavily dependent on discretionary grant sources, for which there is not enough funding or is absent for services such as transit operations.

In February and March of this year, Mr. Morse brought forward to the Board a series of recommendations for a regional revenue source after having evaluated twenty-nine ideas that came out of the public process through a three-tiered screening process. He also recommended some administrative policies that need to be further developed and also administrative questions to answer when the revenue source would be adopted and put into use. Examples of this include annual revenue budgeting and distribution, equity, jurisdictional fair share, interplay and synchronization with the Resort Triangle portion of Placer County and Truckee area to the I-80 corridor to name a few.

At the August meeting, Mr. Morse presented a review of the process to arrive at the revenue recommendation and other key points. TTD staff presented a more detailed future process plan for Board discussion and input, as the regional effort to develop and ensure consensus continues to move forward for the 2021 legislative sessions and for next steps leading to decision once authorizing language is achieved.

At September's meeting, Staff presented further details and a calendar for discussion with the Board. Of note, pertinent to this discussion were some of the difficulties the Board has been articulating in the TTD Board Governance facilitation process regarding integrating and bridging with the other organizations they represent to get an alignment, a consensus, get onto the same page or similar descriptor; so that actions can work together to achieve a greater good. With the various stakeholder processes existing at the local government level, the private sector level, the bi-state transportation process level, the TTD Board level, and the TRPA Board level; that is exactly the type of thought and feedback needed. The discussion centered on how to bring or integrate these separate processes into alignment on a matter as meaningful as what TTD has been considering with One Tahoe to help deliver transportation solutions?

At the October meeting, Staff presented an approach that has evolved out of the various transportation processes that have been underway over the last calendar year: TTD's One Tahoe, the Bi-State process on transportation, the RTP, and the proposed threshold change for Vehicle Miles Travel (VMT). The evolution is the recognition of the political difficulty of moving forward and advancing the implementation of transportation needs until a consensus from a coalition of stakeholders within the Tahoe region can be reached, especially on funding. The timeliness of the aforementioned efforts arriving at decision points in the last quarter of this year have facilitated thoughts on how best to proceed to collective success. Given the attention and interest of many transportation stakeholders, the idea of TTD and TRPA working together to foster a coalition of support for funding Tahoe's transportation plan was discussed and met with a positive reception overall.

Discussion:
At this month's meeting, Staff will present a framework concept that has been developed by TTD and TRPA staff for the Board's consideration and feedback. This framework has been discussed with the committee from the bi-state process and with the Tahoe Technical Implementation Committee (TTIC) for transportation, which has represented staff from TRPA/TMPO, TTD, the state departments of transportation, local government public works, and the Transportation Management Associations (TMA). A more detailed work plan is being developed by TTD and TRPA staff and is a work in progress.

Staff recommends receiving the presentation, discuss, and provide feedback.

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

Attachment:
A. Framework Concept for Development of a Sustainable Transportation Revenue Proposal at Lake Tahoe

A Framework to Collaboratively Develop a Transportation Sustainable Revenue Proposal

Inclusive – Nimble – Transparent - Aligned

This proposed organizing framework is aimed towards developing collaborative driven recommendation(s) regarding new sustainable transportation funding sources dedicated for Lake Tahoe as well as ensuring or improving existing sources. This proposed framework includes finding consensus on funding concepts, as well as agreement on funding administration and moving forward collaboratively on securing funding sources that could potentially meet Tahoe's needs in filling the funding gap and shoring up existing sources. This effort builds upon the significant work of TTD's One Tahoe funding study and provides a process forward to align local governments, TTD, TRPA, and the states on funding strategies, understanding there may be different perspectives and approaches that need to be voiced and agreed upon as part of this effort. It also builds on the finance plan discussion in the draft 2020 Regional Transportation Plan. **The outcome is a *Sustainable Revenue Proposal* that can advance at the private, local, regional, and state levels.**

The proposal includes two primary elements (products) that will support the final *Sustainable Revenue Proposal*.

An *Implementation Strategy* will focus on aligning around a common transportation vision and identifying challenges to implementation, project priorities, phasing and the overall funding need.

A *Revenue Strategy* will build on the work of One Tahoe and the RTP that evaluate funding sources, provide technical finding on evaluation process, acknowledge transportation funding landscape, administrative recommendation, recommended funding sources to pursue.

The proposal includes two levels of engagement to arrive at a final *Sustainable Revenue Proposal*.

Technical: This encompasses the necessary technical work to provide details around an *Implementation Strategy* and *Revenue Strategy* for consideration by decision makers at the Local, Regional, and State levels.

Policy: This encompasses the necessary policy alignment and concurrence necessary across multiple partners. This is recommended to include a consensus process to come to agreement around the final Sustainable Revenue Proposal based on products and recommendations from the technical effort.

Guiding Principles:

-Transparent	-Focus on new dedicated funding for Tahoe
-Move expeditiously and strategically	-Consideration of all political levels
-Inclusive and Nimble process	- Social Equity

Transportation Sustainable Revenue Proposal

Implementation Strategy

- Common Vision
- Barriers to Implementation
- Priorities & Supporting Principles
- Roll-out / Phasing
- Identified funding need

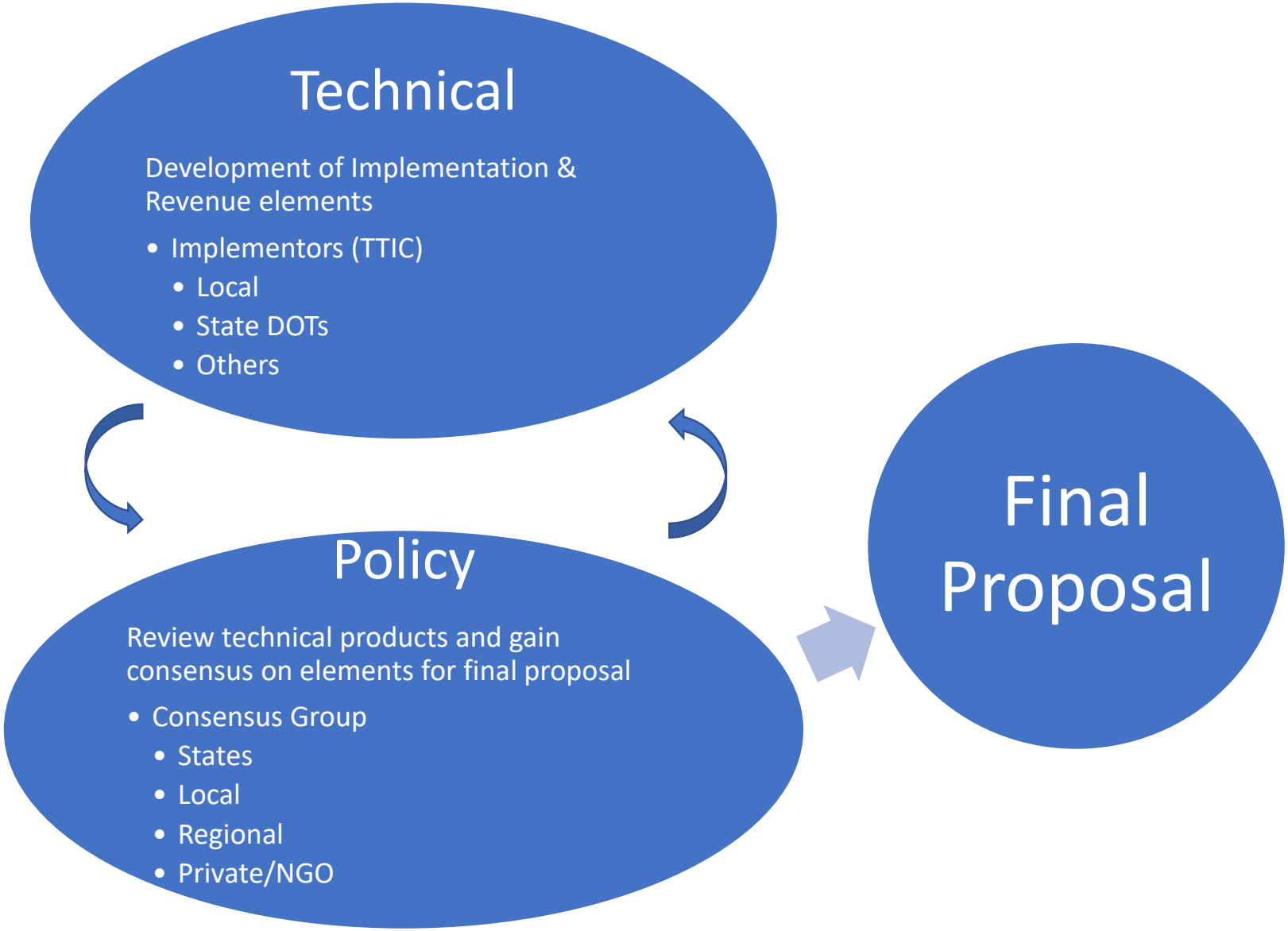
Revenue Strategy

- Evaluation & Screening of Mechanisms (One Tahoe+)
- Technical opinion
- Acknowledgement of other potential funding
- Administrative recommendation (Social Equity, Fair Share, Etc.)
- Recommendation of funding sources to pursue

Sustainable Revenue Proposal

- Consensus Process
- Legislative Outreach & Advocacy
- Public outreach
- Local/State support

Transportation Sustainable Revenue Proposal



Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Acceptance of a Feasibility Study Report for the Potential Relocation of the California Department of Transportation's Maintenance Station at Tahoe City, California Satisfying a Permit Condition for the SR 89/Fanny Bridge Community Revitalization Project and Project Informational Update

---

Action Requested:
It is requested the Board hear an informational update presentation by Staff on the SR 89/Fanny Bridge Community Revitalization Project and accept a Feasibility Study Report for the potential relocation of the California Department of Transportation's (Caltrans) Maintenance Station at Tahoe City, California.

Fiscal Analysis:
Fanny Bridge project activity is accounted for in the District's budget. Expenditures associated with all work currently underway with the project are funded by a variety of federal and local funds, namely Active Transportation Funds, Federal Lands Access Program (FLAP) funds, Placer County and Tahoe City Public Utility District funds for Fanny Bridge.

TTD procured services from Wood Rodgers Inc., to develop a study evaluating the relocation opportunities and constraints of the Maintenance Facility. The California Tahoe Conservancy (CTC) awarded a grant to fund the expenditures associated with the Caltrans maintenance station relocation feasibility study. The project was completed on time and within budget.

Work Program Impact:
All work associated with this effort was captured under respective elements of the approved fiscal year 2021 Work Program and corresponding allotted staff time.

Background:
TTD led the efforts to plan the Fanny Bridge project, including public outreach with the community, perform the environmental analysis, secure funding for the project, and acquire project approval. The Central Federal Lands Highway Division (CFLHD) has led the final design and contracted the construction of the project, along with the Dollar Hill (Placer County) and Meeks Bay (TTD) trail projects. CFLHD is the construction contract manager and TTD has supplied the primary public outreach role. Meeks Bay and Dollar Hill trails were completed in 2018. In 2019, the new Truckee River Bridge and two roundabouts for the project were completed.

As part of the SR89/Fanny Bridge Community Revitalization Project permit conditions with TRPA, TTD agreed to seek funding to evaluate the potential relocation of the existing Caltrans maintenance station away from the Truckee River. The Tahoe City Caltrans Maintenance Facility is located in Tahoe City adjacent to the Truckee River. The southern half of the yard is identified as a flood zone and is in the SEZ. These designations are not an ideal location for development and would benefit the environment as a restored area. Furthermore, the restoration of the existing facility could enhance the gateway into Tahoe City, while providing a new recreational opportunity along the Truckee River, connecting the enhanced bike path that was constructed as part of the project.

Shortly after receiving the TRPA permit in 2014, Staff applied for grant funds, but was turned down. Staff pursued a second opportunity through the California Tahoe Conservancy who awarded funds for the feasibility study.

Discussion:
According to Caltrans, the Maintenance Facility standards, the existing Maintenance Facility is outdated (built in 1957) and undersized; approximately half the size of what it needs to be to meet the demand of the operational area. This creates inefficiencies for staff and equipment storage, resulting in additional costs. Based on feedback gathered from the Caltrans site visit, Caltrans designs standards, input from land owners, utility districts, and local and regional governments, including feedback recorded at the Project Development Team (PDT) meetings, a list of guidelines and criteria was established to determine which sites should be considered and ranked including size, zoning, land ownership, developable area, environmental constraints and other criteria established by the PDT. Based on the guidelines and criteria, a total of nine alternative sites were identified, including the existing site, plus eight new sites for that were considered for suitability.

It was determined that two locations should be considered for further cost and layout assessment and high-level analysis of the site constraints. Those sites included California State Park Property: Ward Creek Unit (Ward Creek) and Burton Creek State Park (Burton Creek).

Caltrans PID programmed with the California Transportation Commission $3.6 million for construction to upgrade the existing supervisors house to dorms. Caltrans is currently in the design phase, which kicked off in July 2020; with a goal to get the project report completed by October 21, 2020, list November 22, 2020 and construction spring of 2023. The dormitory is a critical path forward to support operations, especially during storm events when staff regularly gets stuck in Tahoe working long hours without proper resting facilities. Caltrans is currently planning to proceed with the dormitory to fulfill immediate needs. The dormitory building could be repurposed in the future, if the maintenance facility were to be relocated.

TTD has more than fulfilled its responsibility in the mitigation requirement. Any further action on relocation will be subject to another entity becoming a project proponent.

Staff recommends acceptance of the report.

In regard to the project construction update, work this year was limited to punch list items for completed work from last year, and a separate contract for construction work to complete the current last phase of work known as Option X. TTD has continued to coordinate with project partners to complete the work and lead the public outreach elements of the project. CFLHD is leading the construction and work will be completed in 2020. CFLHD has deferred completion of

the last major project elements, including the replacement of Fanny Bridge and a roundabout replacement for the current signal at the wye. The final project components were removed from the construction contract with Martin Brothers and will be put back out to bid for a new construction contract with construction expected to begin no earlier than 2022. At this time, CFLHD expect it will take two more construction seasons to complete the permitted project. These dates are subject to change. Project partners will be meeting again with CLFHD for an update discussion on November 17.

Additional Information:

If you have any questions or comments regarding this item, please contact Danielle Hughes at (775) 589-5500 or dhughes@tahoetransportation.org.

Attachment:

A. Caltrans Maintenance Facility Feasibility Report

Caltrans Tahoe City Maintenance Yard Relocation Feasibility Study

November 5, 2020

Tahoe Transportation DISTRICT

Caltrans Tahoe City Maintenance Yard Relocation Feasibility Study

Prepared for:

Tahoe Transportation District

Prepared by:

Wood Rodgers Inc.

and
Ascent Environmental
HGA Architecture
Bender Rosenthal Incorporated

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ATTACHMENTS

A. Vicinity Map & Potential Site Constraints Maps (10 pages)
B. Mini-Preliminary Environmental Assessment Reports (Mini-PEAR) (15 pages)
C. HGA Program Plans (6 pages)
D. Conceptual Site Plans (3 pages)

Tahoe Transportation DISTRICT

Connecting our communities

Executive Summary

The main objective of the Feasibility Study for evaluating potential relocation sites for the Caltrans District 3 Tahoe City Maintenance Facility is to fulfill the Tahoe Regional Planning Agency's (TRPA) mitigation requirement of the State Route 89 / Fanny Bridge Community Revitalization Project. The Feasibility Study provides a benefit for Caltrans as they have recognized their current site is outdated and undersized for both current and future operational needs. The Feasibility Study will inform Caltrans of potential locations for sites more suitable and sized to meet operational needs. Relocation of the Caltrans' Facility would also create an opportunity to restore the current site adjacent to the Truckee River and enhance the gateway into Tahoe City. The enhanced site would provide a new recreational opportunity along the Truckee River, connected to the bike path that was constructed with the SR 89 Fanny Bridge Community Revitalization Project.

According to Caltrans the Tahoe City Maintenance Facility was built in 1957 and many of the buildings are in need of major upgrades as they do not meet today's standards. The existing site is currently ±3 acres and per Caltrans facility standards should be between 8 and 10 acres in size. This creates inefficiencies for staff and equipment storage resulting in additional costs that will continue to increase. The southern half of the yard is further constrained as it is identified as a flood zone and is in the Stream Environment Zone (SEZ) per TRPA. These designations are not an ideal location for an industrial type of development and would benefit the environment as a restored area.

In order to develop a list of potential relocation sites for the Caltrans' Tahoe City Maintenance Facility a list of guidelines and criteria was established to determine which sites should be considered and ranked including size, zoning, land ownership, developable area, environmental constraints and other criteria identified throughout the Feasibility Study. The guidelines and criteria were developed through input and a site visit with Caltrans' Staff to analyze operations, deficiencies, and future needs, review of the Caltrans' Designs Standards, as well as input from the Project Development Team (PDT) which included land owners, utility districts, and local and regional governments. A total of nine (9) alternative sites were identified as potentially suitable, including the existing site, plus eight new sites.

The nine sites were evaluated against the established criteria, and further reviewed with the PDT and one on one meetings with land owners and agencies, including Caltrans. The PDT determined that two (2) locations were considered most viable for relocation of the Caltrans Tahoe City Maintenance Yard based on the guidelines and criteria established as well as the consideration and likely hood of the future project moving forward. These two locations are both on California State Park Property: Ward Creek Unit (Ward Creek) and Burton Creek State Park (Burton Creek). It should be noted that Caltrans has also indicated

that the USFS Property: 64 Acre Tract (64 Acres) would be their preferred site as it would be more desirable in terms of location than both the Ward Creek and Burton Creek sites. Caltrans' preference of the 64 Acre Tract was primarily based on the central location within their service area and having direct access to both SR 89 and SR 28, similar to the proximity of their current facility. The 64 Acres site was identified by the PDT to have other challenges that ultimately led to the decision of not further analyzing that site along with Ward Creek and Burton Creek. These challenges include potential flooding issues and high ground water given the proximity to the Truckee River, environmental constraints including Penny Pines that were purchased by the public and planted to honor 9-11 victims, past litigation history, previous inquires for recreation uses on the site, and potential impacts to existing recreation trails including the Tahoe Rim Trail, Pacific Crest Trail and other connecting trails, as well as the desire to not have an industrial site in this gateway area for Tahoe City.

Caltrans has recently programed with the California Transportation Commission 3.6 million dollars for construction to upgrade the existing supervisors house to dorms within the existing maintenance facility. Caltrans is currently in the design phase, which kicked off in July 2020 with a goal to have the project list November 2022, with construction spring of 2023. The dormitory is a critical path forward to support operations, especially snow removal where staff regularly get stuck in Tahoe during a storm event working long hours without proper resting facilities. Caltrans is currently planning to proceed with the dormitory to fulfill immediate needs. Should the dormitory building be constructed there is a potential the building could be repurposed in the future if the maintenance facility were to be relocated.

TTD has fulfilled its responsibility in the mitigation requirement through this Feasibility Study and no further action is proposed at this time. Should a project sponsor decide to move forward with the relocation process, that project sponsor would need to commission a full Project Study Report – Project Development Support Project Initiation Document (PSR-PDS) process with Caltrans.

1. INTRODUCTION AND BACKGROUND INFORMATION

The Caltrans District 3 Tahoe City Maintenance Yard (Facility) is located in Caltrans Right-of-Way on a ±3.4-acre site on State Route 89 (SR 89) at postmile (PM) 8.9 within the Lake Tahoe Basin in Tahoe City, California. The Facility is adjacent to and north of the Truckee River just southwest of the new Truckee River Bridge. The personnel at this station are responsible for road maintenance of 34 miles of state highway including 23 miles of SR 89 from Upper Emerald Bay Road to Squaw Valley Road, and 11 miles of State Route 28 (SR 28) from SR 89 to the Nevada/California State Boundary. The Facility is located at an elevation of approximately 6,250 feet above sea level requiring 24-hour shifts during the winter season for snow removal.

The Facility was originally built in 1957 to help the area serve the 1960 winter Olympics. As the Tahoe City area has grown, the need for Caltrans services has continued to increase and at over 60 years old the existing Facility has surpassed its useful life and does not meet today's standards. The more challenging issue Caltrans faces with the existing facility is the size limitations. The ±3.4-acre site is constrained by the Truckee River to the south, the new SR 89 highway and Truckee River bridge to the northeast, and private property to the west. This leaves the facility with essentially no room to expand or construct new buildings to accommodate the current needs. The facility itself is located in an environmentally sensitive area with 30% of the facility located the FEMA flood plain and nearly 60% located in the Stream Environment Zone (SEZ) as identified by the Tahoe Regional Planning Agency (TRPA). Caltrans is currently conducting a Climate Change Vulnerability Assessment to

Figure 1. Tahoe City Maintenance & Service Area

identify at-risk assets. This should be monitored in the future once the report is released to determine the risk climate change will have on this facility.

Another challenge for Caltrans is housing employees, especially during the winter months when operating hours are long and driving home is a safety concern. A dorm facility is not available at or near the current site although there are plans to include the current SHOPP project to replace the old dormitory building in 2023, (building project EA/EFIS is 03-4H980/0319000129). Further analysis of the dorm impacts are discussed on page 23. The existing truck barns, which typically store the large snow plows and street sweepers, are only able to accommodate nine (9) large vehicles for indoor storage. The current fleet of vehicles includes, seventeen (17) large/heavy duty vehicles and five (5) light duty vehicles, for a total of twenty-two (22) vehicles. This limits a majority of the fleet to be stored outside, which is problematic during the extreme winter and summer climate of Lake Tahoe, increasing maintenance costs and decreasing the useful life of the equipment. The existing buildings are also a challenge as they are not large enough for current staff operations and do not easily fit the modern vehicles and equipment, creating further deficiencies in operations. Orientation of the buildings also creates circulation issues as well as for safety and security as there is no access control at the entrance and the offices are now located at the back of the yard and have no view of the single access point. Snow storage on-site is extremely limited causing a majority of the snow to be stored off-site and adding additional costs. Finally, the adjacent bikeway causes conflicts of use and the public mistakenly access the site.

Table 1. Overview of the Caltrans District 3 Tahoe City Maintenance Yard

Location:	**Tahoe City, southwest of the intersection of SR 89/SR 28**
Year facility was built:	1957
Site size and access:	3.4± acres with single west entrance onto SR 89
Number of crews or employees:	1 Crew – 32 Employees
Size of crews:	30 seasonal, 2 full-time
Service area in lane miles:	34.0±
Number and size of buildings on-site:	1 office (500 sqft), Truck Barns (9 bays), 3 storage buildings/canopies (11,600 sqft)
Vehicle fleet totals:	17 heavy equipment vehicles, 5 light duty vehicles
Description of Uses:	Office for crews, truck barns for storage of vehicles and equipment, truck maintenance area, truck wash rack, storage of vehicle fluids, storage of tools and other equipment, storage of materials both indoor and outdoor including road repair materials, signs, deicing materials, snow storage area, and truck accessory attachments
Current Estimated value of Existing Site:	$1,900,000 to $2,150,000*
Summary of site deficiencies:	Size limitations, portion of the site is located in the flood plain, access challenges, security challenges, older buildings do not accommodate current standards or modern equipment, not enough indoor storage or covered storage for equipment, no dorms, lack of snow storage
*Note: This is an estimated range provided by the consultant team, and was not provided by Caltrans. Caltrans Right of Way staff would evaluate the range as part of a future Project Study Report.	

Figure 2. Tahoe City Maintenance Facility Located at the New Tahoe City Gateway

SR 89 Fanny Bridge Community Revitalization Project

In 1994 the Tahoe City Community Plan first identified creating a new SR 89 alignment including the construction of a new Truckee River Bridge while converting the old SR 89 and existing Fanny Bridge into a local roadway. The project was developed in response to growing traffic congestion issues in Tahoe City and the need for another access point over the Truckee River for the west shore. The project included two phases. In May of 2015 the environmental document was certified. The alternative selected impacted the existing Caltrans Maintenance Yard and would require relocating the entrance. The project was to be completed in two phases. Phase 1, included the construction of the Truckee River Bridge and the two roundabouts. Phase 2, included the replacement of Fanny Bridge, the construction of a third roundabout at SR 28 and SR 89, and complete street elements. Phase 1 was completed in the fall of 2019 resulting in permanent impacts to the Caltrans Facility that include:

- ✓ Losing additional space in an already undersized maintenance yard
- ✓ A single point of ingress and egress with onsite circulation issues
- ✓ Access issues onto SR 89 including steep slopes, line of sight, and bike/pedestrian conflicts
- ✓ Security and safety issues with bike and unauthorized vehicles mistakenly entering the site

In an attempt to minimize these impacts and as part of the approval process, the TRPA added mitigation to the environmental permit conditions that required the project proponent, the Tahoe Transportation District (TTD), to study the feasibility of relocating the Caltrans Yard. The intent of the mitigation was to look at opportunities to relocate the Caltrans Facility to a site that could accommodate the needs, and to restore the current Facility adjacent to the Truckee River. The southern half of the yard is identified as a flood zone and is in the SEZ. These designations are not an ideal location for development and would benefit the environment as a restored area. Furthermore, the restoration of the existing Facility would enhance the gateway into Tahoe City while providing a new recreational opportunity along the Truckee River, connecting the enhanced bike path that was constructed with the SR 89 Fanny Bridge Community Revitalization Project.

2. PURPOSE AND NEED

Purpose

The purpose of the project is to review the feasibility of relocating the Caltrans Tahoe City Maintenance Yard as a result of the SR 89 Fanny Bridge Community Revitalization Project and to find opportunities for a more suitable location that is sized to meet Caltrans' operational needs.

Need

According to Caltrans Maintenance Facility standards, the existing Facility is out dated, (built in 1957) and undersized; approximately half the size of what it needs to be to meet the demand of the operational area. This creates inefficiencies for staff and equipment storage resulting in additional costs. Below is a list of current needs at the existing facility that a new location and facility would help address:

- Offices, meeting space, breakrooms, and restrooms are subpar and undersized. These facilities do not meet today's standards and codes and are not adequate for the number of staff.
- Existing truck barns lack the number of bays to accommodate the existing fleet of vehicles and are not adequately sized for safely maneuvering and maintaining the modern fleets. As a result, vehicles and equipment that should be stored inside a truck barn has to be stored outside and are exposed to the elements. Greatly reducing the useful life of the vehicles and equipment while adding additional maintenance costs.
- Due to the limited space within the site there is not enough outdoor storage space for all of the equipment and materials, including snow storage space. Snow storage is done off-site through a lease agreement at the Placer County Maintenance facility located approximately nine (9) miles north of the current Facility, adding additional costs.
- Fueling facilities and hazardous material storage areas are undersized and outdated.
- Dormitory facilities for staff are needed. However, with limited space at the existing facility, it will be challenging to add without losing any outdoor storage space.
- A portion of the site also resides in a floodplain resulting in ongoing costs for mitigating any potential stormwater and potential unintended waste discharges into the adjacent Truckee River, an environmentally sensitive water body.

3. EXISTING FACILITY

The current site is located on 3.4± acres. The site is bound by the Truckee River to the south and east, and SR 89 and the newly relocated bike path to the north with privately owned land to the west. Due to these constraints the site is not likely to expand for the foreseeable future. A site visit on June 17, 2019 which included members of the Project Development Team (PDT) and Caltrans Staff gathered to tour the existing Facility. Existing deficiencies and issues are discussed below.

Figure 3. Tahoe City Maintenance Yard: maintenance office building includes wash rack (left), four truck barns (middle), warehouse, and the office/ready-room (right).

Office Space & Employee Accommodations

Winter months are the most challenging as there are 32 employees rotating through 24-hour shifts. Employees are working long shifts in inclement weather and for their safety on-site or housing located nearby is critical. Caltrans is having difficulties finding hotels that will accept the State Room Rate during peak ski season for up to 30 seasonal employees and finding affordable housing within the Tahoe Basin is also challenging. Affordable housing is a key element for attracting and sustaining employees. There is an old building at the Caltrans Facility that is currently utilized as a living quarters; however, it is severely undersized with very limited functionality and cannot house the majority of the seasonal employees.

In the maintenance office building the current offices are undersized. Two full-time employees share a small office that doubles as the entryway to the crew prep room and small nook area that can only accommodate a microwave and coffee pot. A minimum of two adequately sized offices to accommodate full-time staff without disturbing resting crew members is needed. The crew ready room does not have enough lockers or seating area to adequately accommodate crew meetings. A larger crew prep room is needed for meetings to accommodate all thirty-two (32) employees during the winter months, and

separate locker room(s) large enough to accommodate thirty (30) tall lockers with adequate changing space, showers, restrooms, and laundry area. A formal break room should also be provided. Technology should also be included to improve operational efficiencies. The maintenance office needs a formal storage area for office and janitorial supplies, which are now housed in filing cabinets in the hall way and in the bathroom.

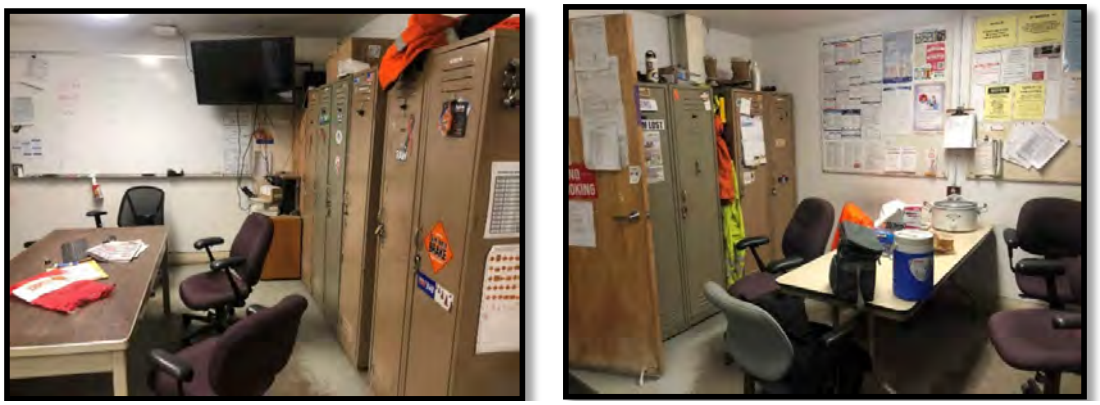


Figure 4. Tahoe City Maintenance Facility: the 'ready-room' is undersized for the number of employees and is used as a locker room, meeting room, and break room.

Equipment Storage

The existing truck barns only provide nine (9) truck bays and cannot accommodate the entire fleet. Furthermore, the bay openings are narrow and low making it increasingly difficult for newer snow plows and equipment to fit. To accommodate all vehicles, 20 individual truck barns with a dedicated mechanics' bay is needed. The barns would require larger bay openings to accommodate the new larger vehicles and equipment. Outside, there is a severe lack of outdoor storage to accommodate the new equipment. A large uncovered area to accommodate the storage of outdoor equipment is a major need for the facility. Although the fueling station, wash rack, sand/salt storage, and brine tanks are adequately sized to handle the current volume, they are not ideally located and cause issues with flow of traffic on site.

Figure 5. Tahoe City Maintenance Facility: truck barns are narrow and it's difficult to efficiently maintain the vehicles and maneuver equipment around the vehicles as necessary when the doors are

Warehouse/Supply Storage

Although there is sufficient warehouse space on-site, it is divided between several buildings and should be located in one building. Supplies are housed in different buildings and require different levels of security. To help operations run more efficiently all supplies should be in a single warehouse with different levels of security. This will help to minimize confusion on where an item is stored and will help staff to insure there is an adequate supply of materials on hand.

Figure 6. Tahoe City Maintenance Facility: outside of the warehouse (left), inside of the warehouse (right), equipment is often stored outdoors and on the floor of the warehouse.

Site & Operations

The current site is not big enough to accommodate present and future needs. The current buildings are past their useful life and will need to eventually be replaced or significantly updated. While some mitigation efforts, such as providing 2-story buildings to minimize the buildings footprint can be utilized, this is limited to specific buildings. Two-story buildings can accommodate the need for an increase in office space, an adequately sized locker-room, bathroom facilities, prep/meeting room for employees, and a dorm that can accommodate 32 beds. However, due to the nature of operations, other buildings such as truck barns and material storage buildings are limited to a single story and will require a larger footprint. Furthermore, any new building will need to be located out of the FEMA flood hazard zones. Due to the limitation of the size of the site, including environmental and flood constraints, there is no room to expand the buildings to accommodate the existing fleet, while increasing the amount of outdoor storage for snow and materials/equipment at the current site. Since Caltrans currently rents space for snow storage and is responsible for housing employees during the winter months, providing everything on a single site would help reduce long-term costs and ease of operations for a limited workforce that will help with employee retention.

Figure 7. Tahoe City Maintenance Facility: hazardous materials stored in fueling station (top left), vehicles stored outdoors (top right), and the storage of equipment is required to be stacked and is not easily accessible (bottom).

Site Safety and Facility Concerns

The existing buildings function poorly and contribute to challenges of employee retainment. The maintenance office is contiguous with the adjacent equipment building and does not contain an air locked vestibule to prevent the passage of fumes from equipment to the office area. The facility does not contain a storage area for office and janitorial supplies. Office supplies are stored in open shelving in the hallways and the mop bucket is stored in the shower, all impeding the clear space required for the spaces to function properly and meet egress and accessibility requirements. The Utility Cove is also located in the hallway, does not contain a refrigerator or any counterspace, and is undersized to serve the needs of the workers onsite. The restrooms, shower, utility cove, locker area and hallway do not meet the current accessibility requirement of the California Building Code. The existing facility combines the crew and locker room without adequate space for either function. Storage of hazardous materials is not adequately prepared to accommodate the existing and future needs of the facility and needs to be expanded.

Figure 8. Tahoe City Maintenance Facility: existing ingress/egress located to the west near the bike path causes many to enter the site by mistake, which is a safety concern.

The ingress/egress is shared by a private resident and the lumber yard which terminates onto SR 89. Access issues onto SR 89 include limited line-of-site, slopes, and is heavy with pedestrian traffic from the relocated bike path. This point of ingress/egress to the site was always part of the Caltrans Facility but has now been limited to the single point of access as the other main entrance was removed as part of the SR 89 Fanny Bridge Community Revitalization Project.

Current access to the Caltrans Facility is through a double gate in the northwest corner. The rest of the site is completely fenced. For operational purposes, one of the gates is kept open to efficiently allow employees to come and go while on shift. On site, Caltrans staff has no view of the access from the office creating security issues since staff cannot warn others should someone wander on-site. Pedestrians or any unauthorized vehicles who mistakenly enter through the open gates often make it to the end of the maintenance yard only to realize there is no other point of ingress/egress. This causes them to have to double back to exit the yard, further increasing the possibility of an accident. In addition, a single point of access causes other concerns with evacuations during emergencies, should this entrance be blocked there is no other means of ingress or egress for vehicles.

Figure 9. Tahoe City Maintenance Facility: Fueling Station (left), and wash rack attached to main truck

Synopsis of Deficiencies

At 3.4± acres the existing site is approximately half the size of what is needed to accommodate the current operations. Due to the location and proximity to the Truckee River and SR 89 the site is unlikely to expand for the foreseeable future. The only expansion opportunity would be to the west; however, the adjacent parcels are privately owned and the owners have not been willing sellers. The size limitations have impacts on daily operations, operational costs, employment, and long-term maintenance costs of both the facility and equipment. Staying at the current facility will further compound these issues creating higher replacements costs in the future. The useful life of the facility has long been surpassed, the service demands have exceeded what the site can handle, and modernization opportunity is limited. New buildings should accommodate staff and operations as well as storage of equipment including a dorm to accommodate 30 employees during a 24-hour shift. Based the deficiencies identified during a site visit needs were identified per facility. In total a need for an additional 12,050 square feet of building space, and an increase of 4.8 acres of site space has been identified to accommodate the deficiencies addressed, (see Table 2).

Table 2. Comparison of Identified Needs vs. Existing Facility

Synopsis of Existing vs Need			
Buildings	**Existing Facility (sq ft)**	**Need (sq ft)**	**Difference (sq ft)**
Office	500	2,000	(1,500)
Flex Space/ Locker Room	400	2,000	(1,600)
Truck Wash	1,000	2,500	(1,500)
Warehouse/Supply Room	1,500	1,500	-
Material Storage Barns	4,500	6,700	(2,200)
Dormitory	-	3,000	(3,000)
Covered Fueling Station	150	2,000	(1,850)
Hazardous Materials Containment Area	600	1,000	(400)
Building Totals	**8,650**	**20,700**	**(12,050)**
Site	**Existing Facility (Acres)**	**Need (Acres)**	**Difference (Acres)**
Snow Storage	-	1.3	(1.3)
Sand Recovery	-	0.5	(0.5)
Outdoor Covered Storage	0.2	0.2	-
Outdoor Storage	0.4	3.4	(3.0)
Site Totals	**0.6**	**5.4**	**(4.8)**

(Existing facility data provided by HGA.)

4. PROJECT ALTERNATIVES

Caltrans Site Selection Guidelines

Based on feedback gathered from the Caltrans site visit, Caltrans designs standards, input from land owners, utility districts, and local and regional governments, including feedback recorded at the Project Development Team (PDT) meetings, a list of guidelines and criteria was established to determine which sites should be considered and ranked. Below is a description of each of the guidelines:

Size: Based on an understanding of other existing Caltrans Maintenance Facilities, specific regional needs, and the Caltrans Maintenance Station Guidelines, it was determined a typical site approximately eight (8) acres in size would accommodate the needs described in Section 3. There is some flexibility to the size since it was determined that some buildings could be two story to limit the footprint of each building if space was limited. Also, the possibility of having needs such as a dormitory or snow storage located off site could reduce the size of the maintenance facility further. Other factors that could expand the size of the site included common factors unique to the Lake Tahoe Basin including environmental constraints, avoiding mature trees, and the topography. Considering this, it was concluded that a site would ideally be able to accommodate approximately 8 acres of developable land in order to be considered a viable alternative.

Zoning: A majority of the Lake Tahoe Basin, especially parcels that are eight or more acres in size, are typically publicly owned land with a zoning designation of Conservation/Open Space. The Caltrans Maintenance Yard is generally considered a Public Facility use, which is typically an allowed use within a variety of zoning designations. Therefore, the zoning was not considered a hard constraint when selecting a site. Along with the site zoning itself, the zoning specific to the properties adjacent to the potential site were also considered. To minimize impacts to the community, sites adjacent to residentially zoned properties were considered less desirable than ones with non-residential zoning.

Located within the Service Area: Only properties located in close proximity to the Tahoe City and Truckee North and South Service Area were considered. Furthermore, a site that was more centrally located (near the intersection of SR 89 and SR 28) preferably with access one half a mile from SR 89 and SR 28, was considered more desirable than a site farther away. During the winter and the peak summer seasons travel times can become challenging and a centrally located site helps to improve response times within the service area, providing a benefit to the community.

Land Ownership: Although land ownership was not considered to be a hard constraint, public land took priority over private property. As the Caltrans Facility would be considered a Public Use, land owned by a public entity would be an appropriate use of the land. Private land is limited in the Tahoe Basin and would most likely come at a higher cost. As the existing Caltrans Facility is located within public right of way, finding public land for a land swap or transfer could help offset the cost for acquiring property for a new facility.

Alternatives Sites: Based on the guidelines and criteria, a total of nine (9) alternative sites were identified. This included the existing site, plus eight new sites for consideration, providing a total of nine sites. Below are the nine sites identified:

Table 3. List of Alternative Sites

Alternative Sites	Location	APN	Current Ownership
Existing Caltrans Maintenance Yard	SR 89 within Tahoe City	Caltrans Right of Way	Public - Caltrans
Site 1 – Ward Creek	SR 89 near Sunnyside	084-010-040	Public – CA State Parks
Site 2 – USFS 64 Acre Site	SR 89 within Tahoe City	094-180-065	Public - USFS
Site 3 – Private Industrial Site	SR 89 across from the existing Facility within Tahoe City	094-180-045	Private
Site 4 – Burton Creek	SR 28 just outside of Tahoe City	093-010-011 & 012	Public – CA State Parks
Site 5 – Dollar Point	SR 28 in Dollar Point	093-010-039	Public – Placer County
Site 6 – North Tahoe Public Utility District (NTPUD) Site	North of SR 28 on Donner Road adjacent to the NTPUD Facility	112-010-015	Public – NTPUD
Site 7 – Kaspian Campground	SR 89	085-060-034	Public – USFS
Site 8 – Cabin Creek	West of SR 89 just south of Truckee	080-010-031, 033, 080-070-016, & 017	Public – Placer County

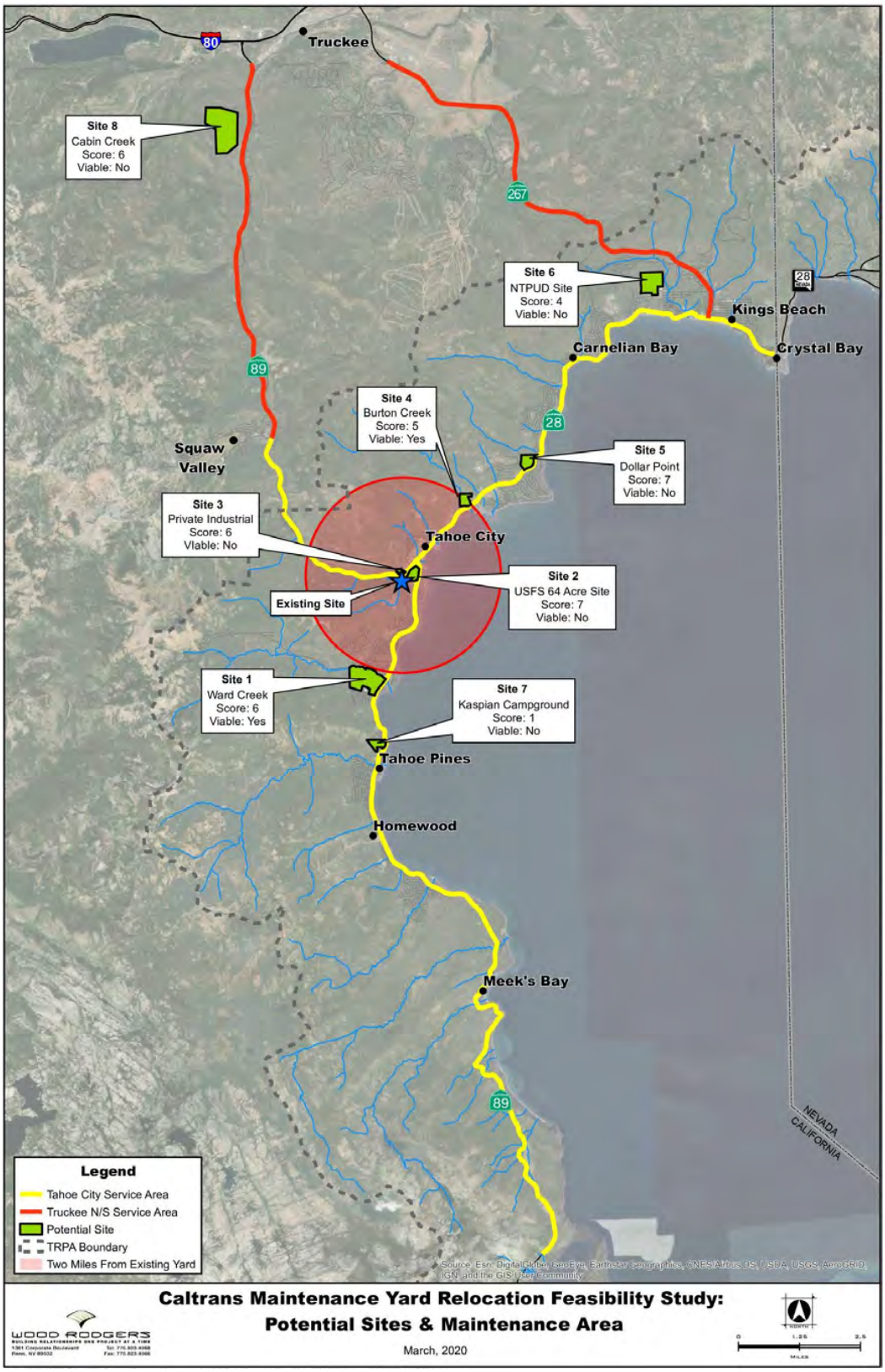


Figure 10. Potential Site Locations & Service Areas

Caltrans Site Criteria

Upon completion of the initial screening process, a more refined set of criteria was identified including identifying a "developable area" for each site. Developable area was based on the physical constraints including factors such as topography (0-15% slopes) and existing recreation amenities. Each site, including the entire parcel and the developable area was then analyzed by Ascent Environmental. A preliminary environmental review identified known or possible environmental constraints. The developable area was then further reduced or moved within the site to avoid the possible environmental constraints, (see Appendix A for the *Potential Site Constraint Maps).* Once the developable area for each site was established, a matrix was developed to determine the 'most suitable' sites. These were based on certain criteria that determined if the site was desirable for the development. The following is a description of each criteria identified:

Development Area is Seven (7) or More Acres: A contiguous developable area able to accommodate a minimum of 7± acres needed to be identified. Although engineering solutions could be utilized on sites that could not meet this criterion, sites with 7 or more acres of developable land were considered more desirable.

Zoning for Industrial or Public Facility Use: Sites were identified based on their zoning to determine if future entitlements were required. Although a future entitlement process could allow development on the site, sites that would not require future entitlements were considered more desirable.

Centrally Located in Service Area (SR 89 & SR 28): To continue similar level of service, the site was considered more desirable if it was centrally located within the service area.

Two Points of Direct Access to Highway: Based on Caltrans Site Standards, two points of direct access to the highway is considered more desirable.

No Access Issues: When considering access guidelines, common concerns such as line of site, slope, vehicle traffic, and pedestrian traffic were considered. Although sites identified with access issues could be addressed through engineered solutions and onsite mitigation, a site was considered more desirable if none of these were present.

No Residential Adjacency Issues: Although residential zoning was already considered, this criterion focuses on existing/built residential structures. These guidelines considered; number of adjacent units, proximity of residential units to developable area, and views of site/topography. A site was considered more desirable if these factors didn't exist or were minimal. It should be noted that mitigation measures can be provided for sites with identified residential adjacency issues.

No Major Environmental Constraints: Sites with the less environmental constraints as identified in the analysis performed by Ascent Environmental preliminary environmental review were considered more desirable.

Not Located within a Flood Zone or SEZ: Federal Emergency Management Agency (FEMA) Hazardous Flood Zones and SEZ were analyzed. Although some sites contained areas where these existed, if the area could be avoided, it was considered more desirable.

No Impacts to Existing Recreational Uses: Some sites were located on or around recreational uses that could potentially have an impact on outdoor recreation. Although future mitigation could address this, sites with limited impact to recreational uses were considered to be more desirable.

No Major Site Development Constraints: This considered the topography and other physical constraints of the land. Sites that were relatively flat or didn't require any major engineering improvements were considered more desirable.

Initial Review of Alternative Sites

The score was a total of each criteria that was considered desirable. Based on the site scoring matrix, the Kaspian Campground site was removed as this is a predominately a developed recreation area. Also, the existing Facility did not score well and is not being further analyzed. However, the potential for Caltrans to remain at that site will continue to be an option. To minimize disruption of service, sites that were within approximately 2-miles from the existing Caltrans Yard and scored higher, were considered more viable than sites that were farther away.

Table 4. Site Analysis Scoring

Potential Site Analysis Scoring Matrix									
	Exisitng Caltrans Facility	SITE 1: Ward Creek	SITE 2: USFS 64 Acre Site	SITE 3: Private Industrial	SITE 4: Burton Creek	SITE 5: Dollar Point	SITE 6: NTPUD Site	SITE 7: Kaspian Campground	SITE 8: Cabin Creek
Potential Site 8-10± acres	X	✓	✓	X	✓	✓	✓	X	✓
Zoning for Industrial or Public Facility Use	✓	X	X	✓	X	X	X	X	X
Centrally Located in Service Area (SR 89 & SR 28)	✓	X	✓	✓	X	X	X	X	X
Two Points of Direct Access to Highway	X	✓	✓	X	X	✓	X	X	X
No Access Issues	X	✓	✓	X	X	✓	X	X	X
No Residential Adjacency Issues	X	X	X	✓	X	X	X	X	✓
No Major Environmental Constraints	✓	✓	✓	✓	✓	✓	✓	X	✓
Not Located within a Flood Zone or SEZ	X	✓	✓	✓	✓	✓	✓	✓	✓
No Impacts to Existing Recreational Uses	X	X	X	✓	✓	✓	X	X	✓
No Major Site Development Constraints	X	✓	✓	X	✓	✓	✓	X	✓
Score (# of check marks)	**3**	**6**	**7**	**6**	**5**	**7**	**4**	**1**	**6**

Alternatives Sites Considered, but Not Further Analyzed

The remaining sites were discussed with representatives of the land owners, and with the PDT. The meetings were held to determine any other constraints and to discuss the possibility of relocating the site to the following locations:

Private Industrial Site: Although this site scored high based on the criteria, the group determined the developable area is approximately the same size as the existing site and would offer little in the need for more land. Although solutions including walls could be engineered to increase the size of the developable area, it was determined to be too expensive and the benefits of relocating the facility might not outweigh the expenses. At this time this site is not being considered a viable alternative to relocate the entire Facility; however, the upper portion of this site near the Tahoe City Public Utility District (TCPUD) offices could be a future consideration for snow storage area and/or dorm.

USFS 64 Acre Site: This site was Caltrans preferred site primarily based on its central location within their service area as well as ease of access onto SR 89 and SR 28. However, this site is not being carried forward for further analysis at this time for a number of reasons. After further discussion with the USFS the site is adjacent to a number of developed recreation sites including the Tahoe Rim Trail, Pacific Crest Trail and other connecting bike trails in the area that could potentially be impacted if Caltrans were to relocate here. The site is also home to "Penny Pines", trees that were purchased by the public and planted in honor of 9-11 victims. Removing those trees for a Caltrans Facility will be a major challenge. The site is known for high ground water and has had known flooding issues in the past, which would not be ideal for the Caltrans Facility. The site has a history of litigation that would more than likely become an issue for any future project.

Dollar Point: This was one of the highest scoring sites; however, due to deed limitations associated with the site as well as potential future recreation amenities, and the number of existing and proposed residents within the area, this site is no longer a viable option.

NTPUD Site: This was determined to be too far away from the central location of the service area and would therefore increase overall response times. Furthermore, space is limited on the site and access would be through a residential neighborhood and recreation area. This site would not be a viable option.

Cabin Creek Site: Due to the location outside of the service area, steep access into the site, and access issues sharing the entrance road with the regional waste facility this site would increase response times significantly and would not be a viable option for the current service area.

Alternatives Sites Further Analyzed Under this Study

The two locations being considered most feasible are located on California State Park Property: Ward Creek Unit (Ward Creek) and Burton Creek State Park (Burton Creek).

Ward Creek

The site is located within Ward Creek Park in Placer County and includes one parcel (APN 084-010-040), totaling 173.0± acres. Specifically, the site includes approximately 8-10± acres of land that can be developed with two points of direct access to SR 89, just north of the intersection of Timberland Lane. The larger parcel is currently used as a recreation area for hiking and non-motorized activities, which the 8-10± acre site would not significantly impact. Several residences are located across the highway and the property is currently under consideration for land transfer to the USFS. The site has Ward Creek running along the northern boundary.

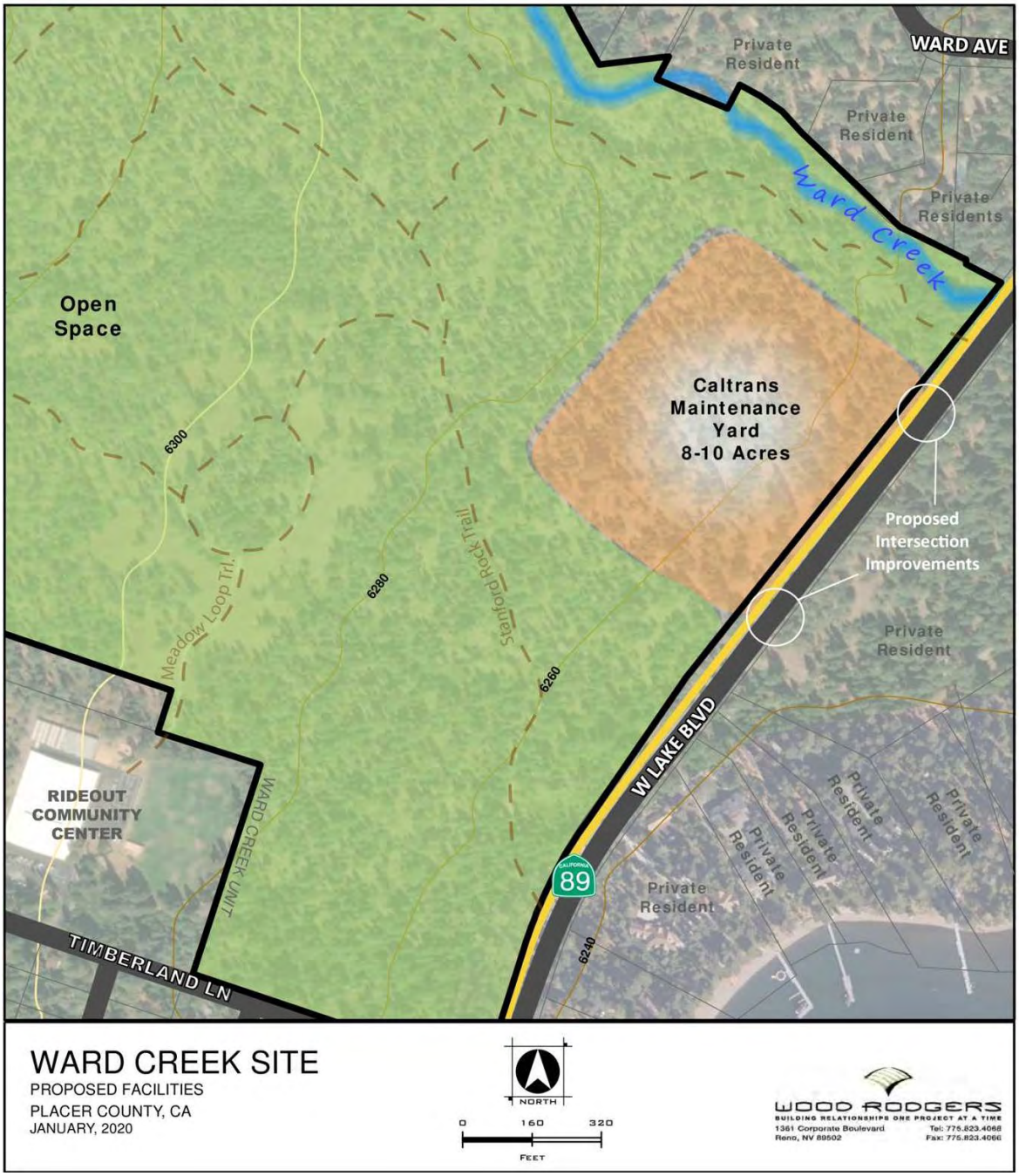


Figure 11. Ward Creek Identified Development Area

Development Area: The northeastern portion of the site adjacent to SR 89 is relatively flat and allows flexibility when it comes to site selection. The site can be compact and symmetrical for an ideal layout while still being located in an area that will not impact any of the existing trails. This will allow a majority of the trees to remain in these areas, providing natural buffer zones for screening the maintenance yard from the highway and surrounding properties. Additionally, this area is highly susceptible to wildfire and this site could assist with sheltering in place for the West Shore of Lake Tahoe and serve as a regionally significant opportunity for emergency operations in the event of wildfire. However, day to day operational delays could also occur due to the location being further down SR 89 which can commonly see significant vehicle queuing during peak demand. Although these issues could be addressed with the completion of the SR 89 Fanny Bridge Community Revitalization Project, future traffic patterns should be studied. A conceptual site alternative has been provided based on the identified development area and to show how the site could accommodate Caltrans needs, (see *Conceptual Ward Creek Alternative Layout with Option A Dormitory* in Figure 16).

Environmental Compliance: The development area avoids Ward Creek, which runs along the northern boundary and includes other environmental concerns including FEMA Flood Hazard Zones, SEZ, and several sensitive and endangered species as identified in the preliminary environmental analysis. Overall, the site is relatively free of most major environmental concerns allowing more flexibility when locating the developable area. During construction, air quality monitoring will be required and a tree removal plan needs to be approved by TRPA prior to any construction. Temporary water quality controls and BMP's will be utilized during construction prior to the installation of permanent water quality infrastructure. Since the existing maintenance facility, which is located in an SEZ, would be restored as part of this project, it will meet the goals of protecting the environment as required by the Lake Tahoe Environmental Program (EIP). For a more detailed analysis a Mini-Preliminary Environmental Analysis Report (Mini-PEAR) was prepared for this site and is included in Appendix B of this report.

Land Use: The site is identified in the Placer County Tahoe Basin Area Plan Implementing Regulations with a zoning designation of Conservation within the Lower Ward Valley Subdistrict. Public Service Facilities including satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict with a minor use permit (MUP).

Right of Way: A Siting Analysis Memo for the Ward Creek Site has been completed by Bender Rosenthal and is outlined within Section 5 of this report. Please refer to this Section of the report for more details including acquisition process and a preliminary estimate of land value.

Utilities: The Ward Creek site is currently undeveloped and, thus, no existing utility services or connections are present. It is anticipated that the project would require connections to nearby infrastructure in or along SR 89. As part of developing the project design, Caltrans would be required to coordinate with utility providers to determine the nearest utility lines and the necessary infrastructure that would be required to support the maintenance facility. Future utility extensions could be used by State Parks in the future for future facilities.

Stormwater: The site generally slopes from west to east. There are currently no stormwater facilities on-site. It is anticipated that stormwater facilities, including water quality improvements will need to be constructed as part of the improvements. This includes those proposed at the snow storage and sand recovery stations if those are included on-site. Proximity to Ward Creek should also be considered.

Approval Process: Chapter 2.06.C-1 within the Placer County Regulations states that Public Service Facilities including satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict with a minor use permit (MUP). However, the project would be a state facility on state land, and a MUP would not be required from Placer County. Although, project approval and environmental review through TRPA are required. Below is a list of permits required prior to approval of a project:

- Project Permit (TRPA)
- Tree Removal Permit (TRPA)
- Local Coverage Determinations (LCD) and land coverage verification
- Schedule for installation of permanent BMPs in accordance with TRPA Code Section 60.4.6 (including stormwater runoff infiltration or treatment) with completion of installation no later than the date of project completion.

Burton Creek

The site is located within Burton Creek State Park in Placer County and includes two parcels (APN 093-010-011 & 012) totaling 34.0± acres located relatively within the middle portion of the Caltrans operating service area. Specifically, the site has approximately 15± acres of land that can be developed with direct access to SR 28, north of the intersection of Star Harbor Court and SR 28. According to California State Parks (land owner), approximately 7± acres of the site is currently identified for a Cal Fire station. Assuming the need to co-locate with Cal Fire, the Caltrans Maintenance Facility would still have access to approximately 7-8± acres located to the north of the fire station with the possibility of sharing some facilities.

Additionally, it is currently the unofficial main entrance to the Park for both the general public and Park staff. There is a dirt parking area, interpretative panels, a staging area for park maintenance materials, and access to two gated roads that are used as trails by Park visitors and as vehicle entrances for Park employees. Any new improvements including access to the State Park would require these to be incorporated into the facility or relocated. Furthermore, the site would need to be designed to accommodate the plans identified within the 2005 Burton Creek General Plan (GP) that plan for a campsite and administrative office building, as identified on pages 70, 71 of the GP. These plans, including the possibility of a Cal Fire Station should be considered prior to development of the site. Other site improvements could include a trailhead and trailhead parking to access area trails.

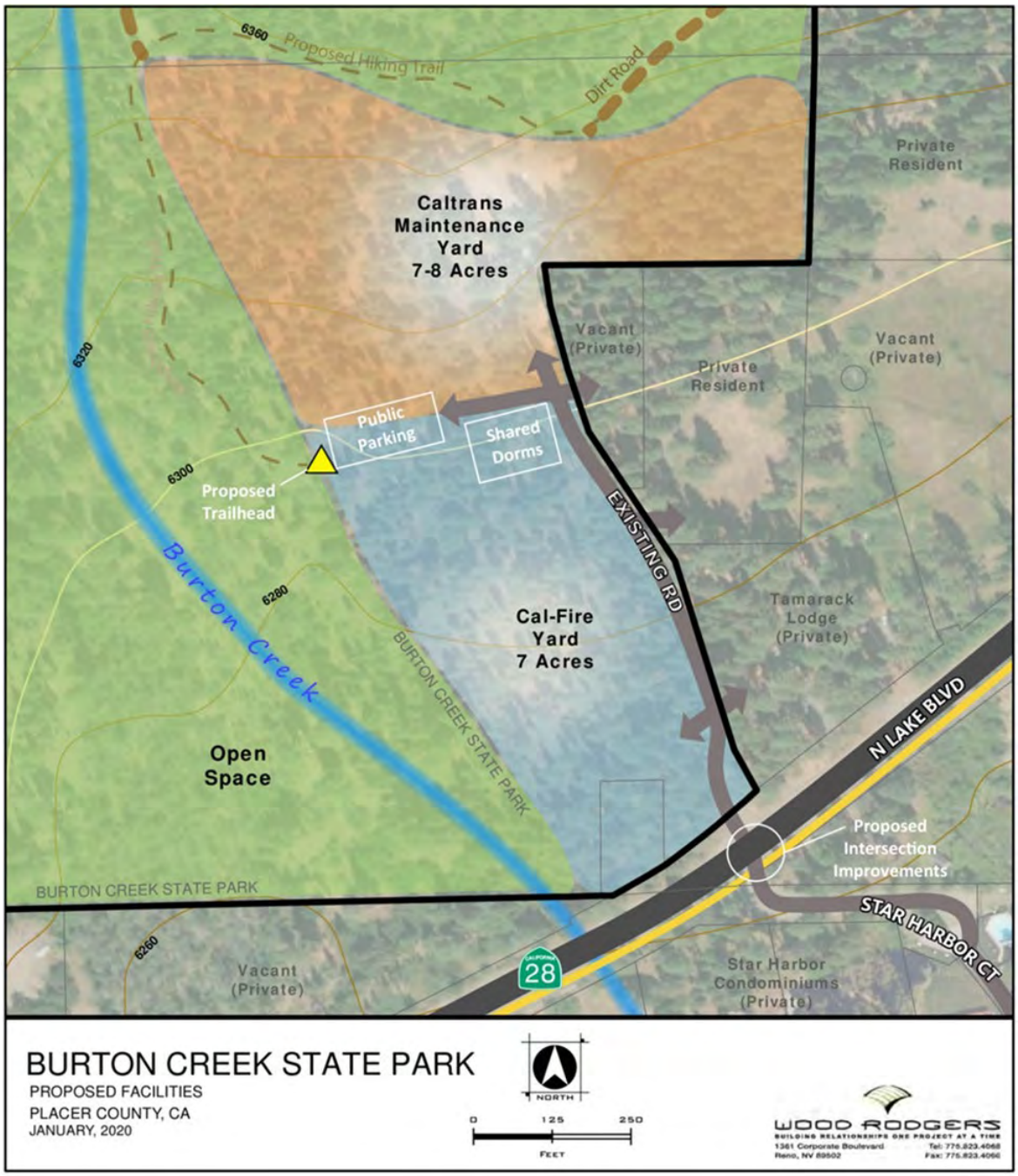


Figure 12. Burton Creek Identified Development Area

Development Area: The Caltrans site would be located in the north portion of the developable area with the Cal Fire station located adjacent to SR 28. Access would be shared by Caltrans, Cal Fire, and the adjacent property owners to the east, including private residents and the Tamarack Lodge. A conceptual site alternative has been included to show how the site could combine buildings, as well as a 2-story dorm to minimize the size required. It is anticipated the Caltrans facility could be located on the site utilizing 7± acres, (see *Conceptual Burton Creek Alternative Layout with Option C Dormitory* in Figure 17).

Environmental Compliance: The developable area is located to the east of Burton Creek and avoids the identified environmentally sensitive areas including FEMA Flood Hazard Zones, SEZ, and several sensitive and endangered species as identified in the preliminary environmental analysis. The developable area does not contain any of the wetland/riparian habitat. During construction, air quality monitoring will be required as well as a tree removal plan approved by TRPA prior to any construction. Large trees will be avoided where necessary. Temporary water quality controls and BMP's will be utilized during construction prior to the installation of permanent water quality infrastructure. Since the existing maintenance facility, which is located in an SEZ, would be restored as part of this project, it will meet the goals of protecting the environment in the Lake Tahoe Environmental Program (EIP). For a more detailed analysis a Mini-Preliminary Environmental Analysis Report (Mini-PEAR) was prepared for this site and is included in Appendix B of this report.

Land Use: The site is identified in the Placer County Tahoe Basin Area Plan Implementing Regulations with a zoning designation of Conservation within the Burton Creek Subdistrict. Public Service Facilities including satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict with a minor use permit (MUP).

Right of Way: A Siting Analysis Memo for the Burton Creek Site has been completed by Bender Rosenthal and is outlined within Section 5 of this Study. Please refer to this Section of the report for more details including acquisition process and a preliminary estimate of land value.

Utilities: The Burton Creek site is currently undeveloped and, thus, no existing utility services or connections are present. It is anticipated that the project would require the installation of new main utility lines extending from the site to SR 28 if sufficient utility infrastructure is not available on the road accessing the site that also serves the Burton Creek Ranch. As part of developing the project design, Caltrans would be required to coordinate with utility providers to determine the nearest utility lines and the necessary infrastructure that would be required to support the maintenance facility. Any future extension of utilities could be utilized by Cal Fire and Stat Parks for future development.

Stormwater: The site generally drains west to east. There are currently no stormwater facilities on-site. It is anticipated that stormwater facilities, including water quality improvements will need to be constructed as part of the improvements. This includes those proposed at the snow storage and sand recovery stations if those are included on-site. Proximity to Burton Creek should also be considered.

Approval Process: Chapter 2.06.B-1 within the Placer County Regulations states that Public Service Facilities including satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict with a minor use permit (MUP). However, the project would be a state facility on state land, and a MUP would not be required from Placer County. Although, project approval and environmental review through TRPA are required.

The access road to the Burton Creek site off SR 28 is also used as part of the driveway to access the Tamarack Lodge and a separate private residence. Construction at the Burton Creek site may impact access to existing uses. Preparation of a Community Impact Assessment may be needed to further analyze potential impacts on these properties. Below is a list of permits required prior to approval of a project:

- Project Permit (TRPA)
- Tree Removal Permit (TRPA)
- Local Coverage Determinations (LCD) and land coverage verification
- Schedule for installation of permanent BMPs in accordance with TRPA Code Section 60.4.6 (including stormwater runoff infiltration or treatment) with completion of installation no later than the date of project completion.

5. CONCEPTUAL SITE ALTERNATIVES

Proposed Dorm Facility

Caltrans currently rents rooms from local hotels for employees during 24-hour shifts. In order to minimize the long-term costs associated with this, Caltrans has completed a Project Initiation Report (PIR) to construct a dormitory facility to house employees within the existing Facility. This is currently planned and programmed to construct a new dorm facility in 2023 as stated earlier on page 2 of this report. The proposed dorms would take up a large portion of real estate at the existing Facility. As part of this process the PDT suggested there may be opportunity for other agencies such as Placer County, Tahoe City Public Utility District (TCPUD), and North Tahoe Public Utility District (NTPUD) to partner with Caltrans and construct a larger shared dorm facility. Although there has not been any agreement with either entity nor has a site location been established, the shared dorm facility could help multiple agencies solve the same issue of providing affordable housing for seasonal workers.

Although Caltrans has planned and programmed the construction of a new dorm facility at the existing location in the year 2023, it is also recommended that off-site dorm locations be further investigated. Whether shared or solely for Caltrans employees, locating the dorms off-site will not impact an already undersized maintenance yard and could be implemented as a first phase of a larger relocation project.

Working with Caltrans staff, HGA Architecture (HGA) designed a dormitory facility to meet the current and future needs. Submitted with this report are 3 floor plans that include a dormitory facility based on Caltrans standards and the needs addressed by Caltrans Staff. Although the floor plans vary in size, generally they include an approximately 6,000 sf 16-bedroom, 32 bed dormitory including restrooms/showers, kitchen/dining area, storage, gym, laundry, and utility rooms. This facility can either be located on or near the current site, (see the *HGA Program Plans* in Appendix C of this report).

Table 5. HGA Identified Dormitory Needs

HGA

TAHOE TRANSPORATION DISTRICT PROGRAM MATRIX

	SPACE TYPE	ROOM AREA	COUNT	TOTAL AREA
OFFICE BUILDING	SINGLE OCC RESTROOMS	64	2	128
	MEETING/BREAK -30 OCC	1100	1	1,100
	10'X14' PRIVATE OFFICES	140	2	280
	LOCKER ROOM - 30 COUNT	170	1	170
	CHANGING ROOM	30	1	30
	SHOWER	90	1	90
	JANITOR	50	1	50
	TOOL STORAGE	200	1	200
	ELEC/IT	50	1	50
	FIRE	40	1	40
	HALL STORAGE	40	1	40
	CIRCULATION FACTOR	30%		653.40
	TOTAL TTD OFFICE PROGRAMMING			2,8

	SPACE TYPE	ROOM AREA	COUNT	TOTAL AREA
DORMITORY BUILDING	DOUBLE OCC SLEEPING RM	120	15	1,800
	SHOWER/TOILET ROOM	40	15	600
	ACCESSIBLE DOUBLE OCC RM	204	1	204
	ACCESSIBLE SHOWER/TOILET	96	1	96
	TOILET	64	2	128
	KITCHEN	500	1	500
	DINING - SEATS 16	350	1	350
	COMMON AREA	350	1	350
	PANTRY	100	1	100
	MUD ROOM	100	1	100
	LAUNDRY -2 SETS	80	1	80
	HOUSEKEEPING	40	1	40
	ELECTRICAL ROOM	48	1	48
	IT ROOM	48	1	48
	FIRE CONTROL ROOM	58	1	58
	STORAGE	145	1	145
	GYM	300	1	300
	CIRCULATION FACTOR	30%		1,484.10
	TOTAL BI PROGRAMMING			6,42

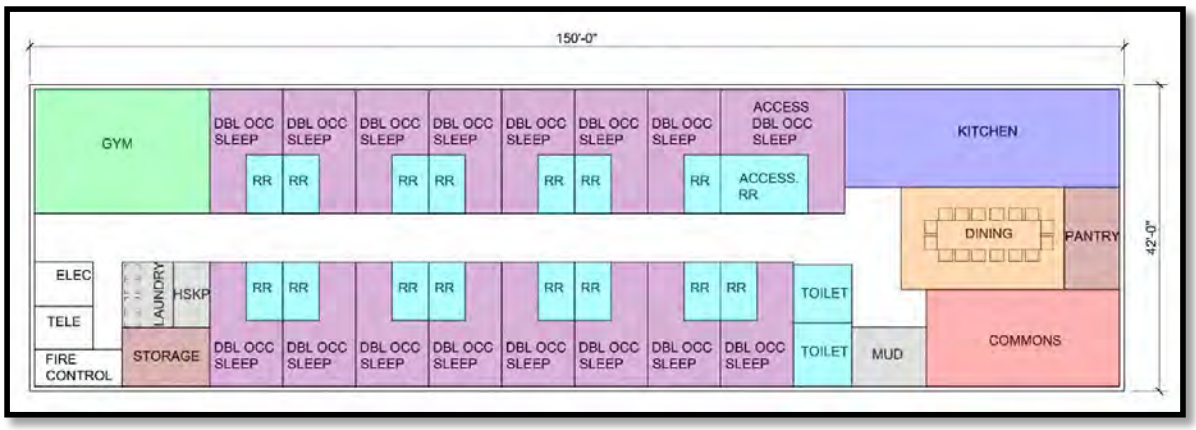


Figure 13. Proposed Dorm Option A

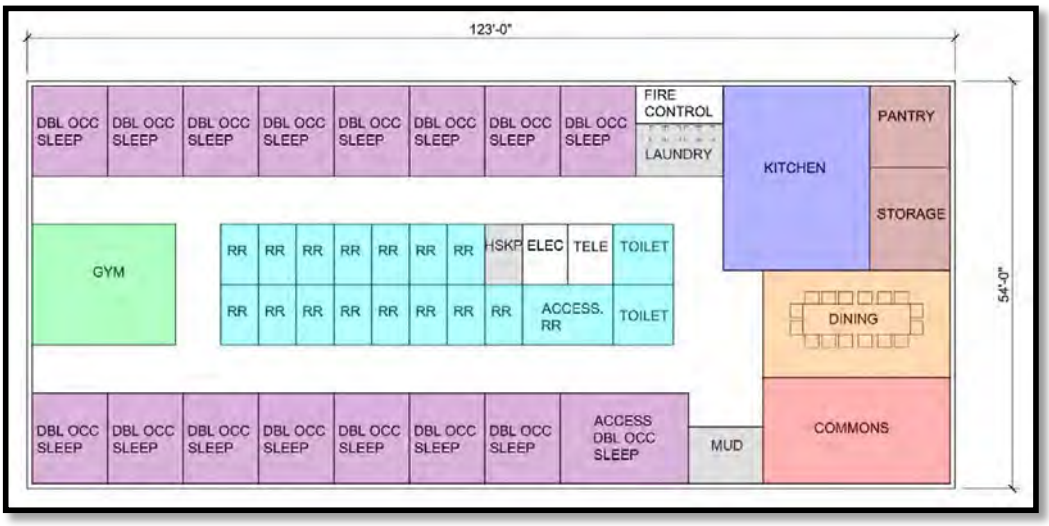


Figure 14. Proposed Dorm Option B

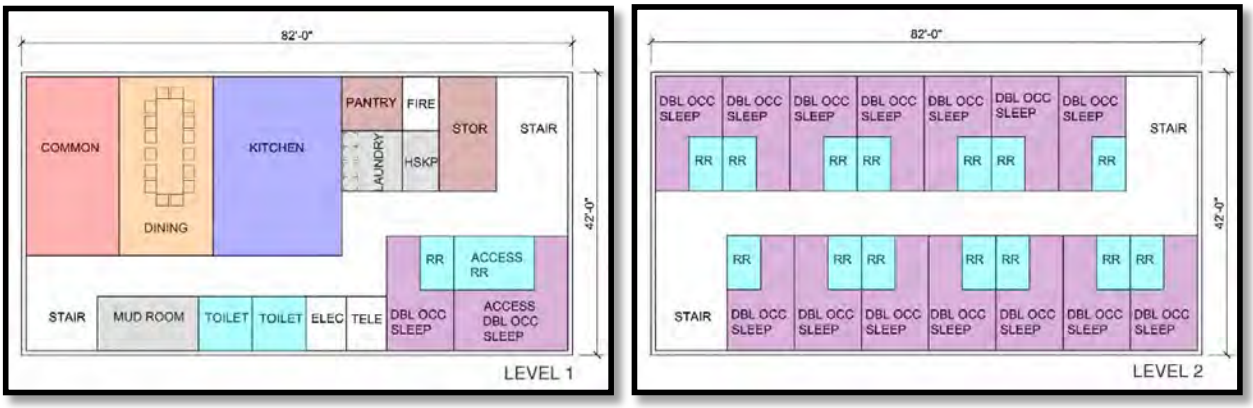


Figure 15. Proposed Dorm Option C (2-Story)

Conceptual Site Alternatives

Using the dorms site plans provided by HGA (Fig. 13-15) and using Caltrans Maintenance Station Guidelines, two alternative site layouts were developed for the two viable sites; Ward Creek and Burton Creek. A third conceptual alternative was developed for the existing site restoration (Figure 15, Option C). All alternatives are preliminary in nature and are only intended for conceptual purposes.

Ward Creek Conceptual Alternative

Ward Creek has several advantages; the topography of the area provides a relatively flat site and allows greater flexibility with site selection. A 125-foot buffer from SR 89 is proposed in the alternative layout to provide screening from the road and the adjacent residents. The north, east and west would remain as part of Ward Creek Unit under the State Parks ownership or be transferred as planned to the USFS, providing a buffer from the adjacent residents. Due to a lack of identified physical constraints, the site benefits from site flexibility, allowing the locations of buildings and other site improvements to be relocated to avoid any other unforeseen constraints during final site planning.

Adjacent property owner impacts are anticipated to be minimal since there is only a single private residence to the south. The private adjacent parcel to the south is residential and the nearest residential structure is located approximately 500 feet from SR 89 and would not be significantly impacted by the Maintenance Yard. Onsite, the layout also avoids any existing trails but identified accesses would cross the existing bike trail at two locations. Properly signed and striped crossings could help to mitigate any impacts. The site allows flexibility to avoid any unforeseen issues identified in future planning efforts, (see Figure 16 below).

Ward Creek Cost Estimates: Based on building estimates provided by HGA and site improvements provided by Wood Rodgers, the following is a preliminary estimate for the costs associated with the development of Ward Creek:

Ward Creek Site				
Construction improvements	**Quantity**	**Unit of Measure**	**Price Per Unit**	**Amount**
Site Civil Improvements (access, grading, utilities, etc.)	7.0	Acres	$600,000	$4,200,000
Total Site Civil Improvements				**$4,200,000**
Dormitory Building	6,431	Square Feet	$390	$2,509,083
Warehouse	2,625	Square Feet	$385	$1,009,892
Fuel House Canopy	2,200	Square Feet	$343	$754,525
Wash Rack	2,925	Square Feet	$330	$964,823
Truck Barn #1	11,000	Square Feet	$386	$4,249,533
Office	1,973	Square Feet	$408	$804,932
Truck Barn #2	11,000	Square Feet	$386	$4,249,533
Brine House	1,000	Square Feet	$405	$404,822
Salt/Sand House	7,000	Square Feet	$275	$1,926,192
Total Buildings				**$16,873,335**
Total Construction Costs				**$21,073,335**
Environmental Design & Permitting				**$5,268,334**
Total Estimated Project Costs				**$26,341,669**
Note: Costs are planning level and do not include hazardous material mitigation, off-site improvements that may be required, environmental mitigation, and may exclude other unknown costs. Environmental Design and Permitting is 25% of the total construction costs.				

Table 6. Ward Creek Site Costs

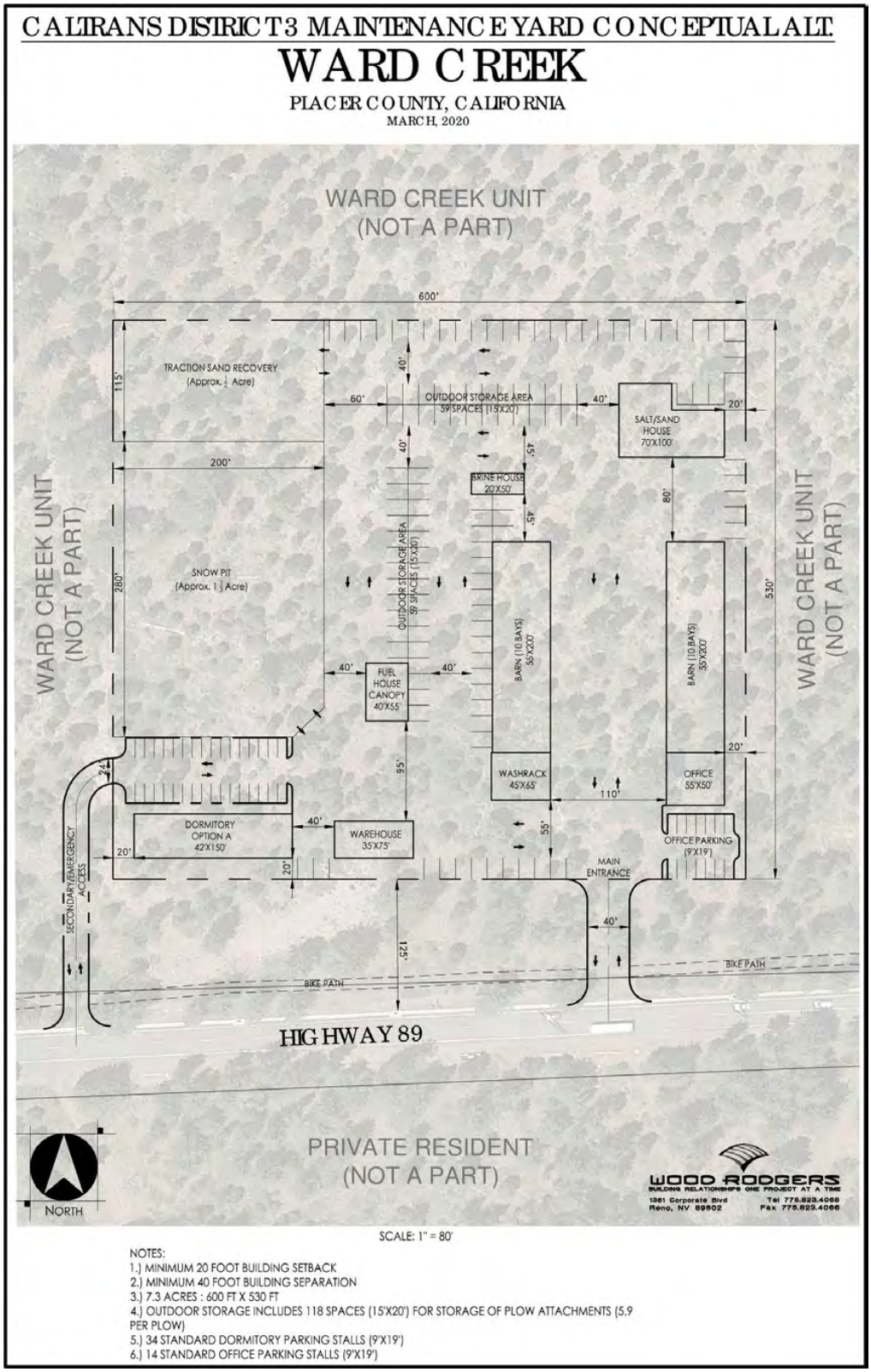


Figure 16. Conceptual Ward Creek Alternative Layout with Option A Dormitory

Burton Creek Conceptual Alternative

Due to size constraints Burton Creek would have more limitations and less flexibility than the Ward Creek Site, since the identified developable area is proposed to be shared with Cal Fire. Buildings proposed on site are designed to minimize building footprints. On site improvements to access the site would include significant intersection improvements along SR 28 including relocating or improving the bus stop and onsite grading to mitigate the slope of the access road. This access road is also shared with three private property owners adjacent to the site. Although there is some flexibility in the location of the buildings, the site has been minimized as much as possible to accommodate Caltrans needs. It should be noted that other options, such as a shared dormitory with the Cal Fire, would allow greater flexibility of the site, (see Figure 17 below).

Burton Creek Cost Estimates: Based on building estimates provided by HGA, site improvements provided by Wood Rodgers, the following is a preliminary estimate for the costs associated with the development of Ward Creek:

Burton Creek Site				
Construction improvements	**Quantity**	**Unit of Measure**	**Price Per Unit**	**Amount**
Site Civil Improvements (access, grading, utilities, etc.)	7.0	Acres	$600,000	$4,200,000
Total Site Civil Improvements*				**$4,200,000**
Dormitory Building	6,431	Square Feet	$390	$2,509,083
Warehouse	2,625	Square Feet	$385	$1,009,892
Fuel House Canopy	2,200	Square Feet	$343	$754,525
Wash Rack	2,925	Square Feet	$330	$964,823
Truck Barn #1	9,900	Square Feet	$390	$3,861,508
Office	1,973	Square Feet	$408	$804,932
Truck Barn #2	12,650	Square Feet	$382	$4,830,131
Brine House	1,000	Square Feet	$405	$404,822
Salt/Sand House	7,000	Square Feet	$275	$1,926,192
Total Buildings				**$17,065,908**
Total Construction Costs				**$21,265,908**
Environmental Design and Permitting				**$5,316,477**
Total Estimate Project Costs				**$26,582,385**

Notes: Costs are planning level and do not include hazardous material mitigation, off-site improvements that may be required, environmental mitigation, and may exclude other unknown costs. Environmental Design and Permitting is 25% of the total construction costs.

*Site Civil improvements do not include access within the proposed Cal Fire Station since costs would be shared.

Table 7. Burton Creek Site Costs

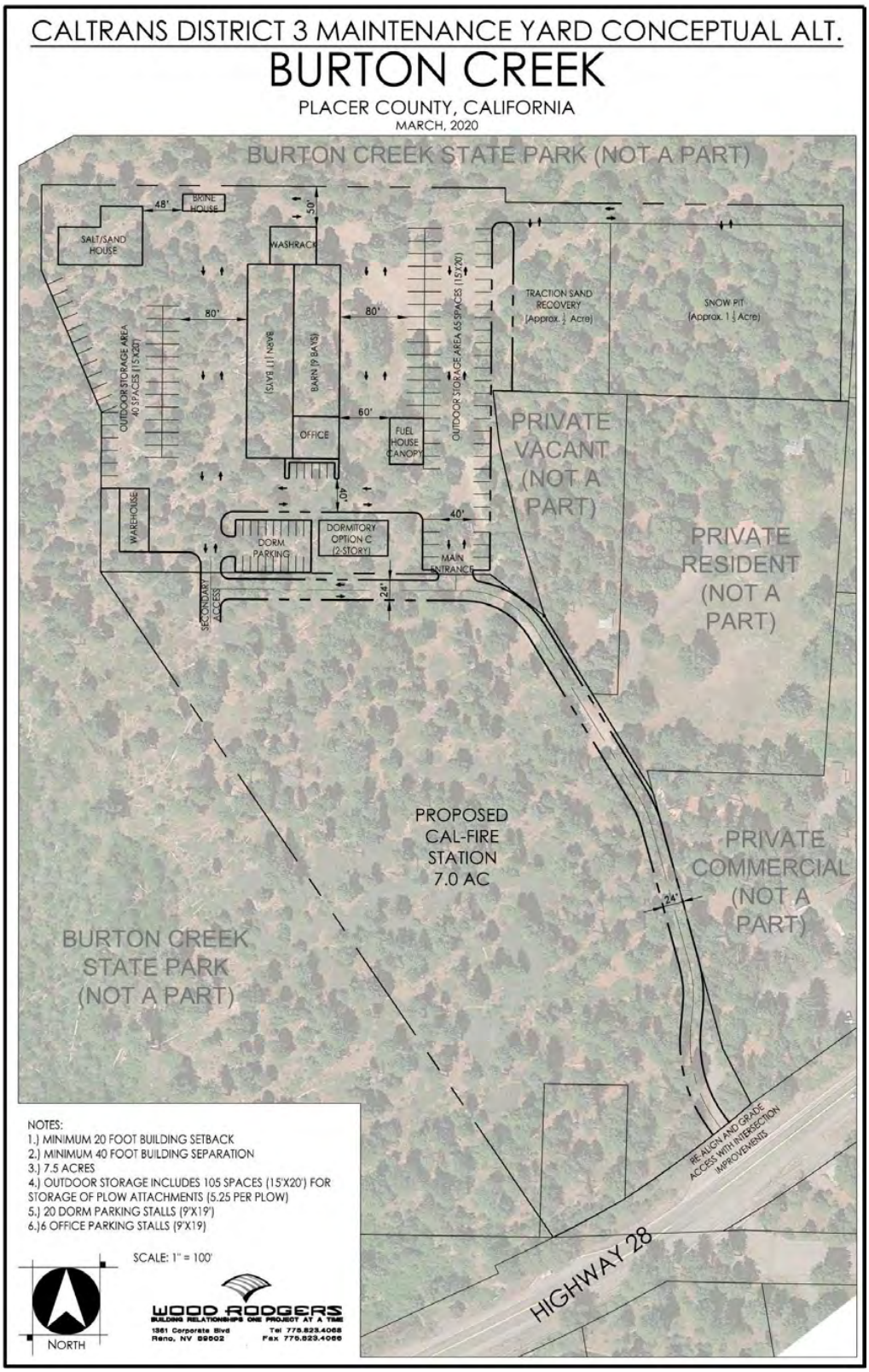


Figure 17. Conceptual Burton Creek Alternative Layout with Option C Dormitory

Restoration Opportunity for Existing Caltrans Tahoe City Maintenance Facility

The existing Tahoe City Caltrans Maintenance Yard is located along the Truckee River and with the completion of the Truckee River Bridge, is now the within the gateway to Tahoe City. Due to its location, it is considered a desirable location for recreation. If the facility was relocated, the site could benefit the region as a whole by providing safe public access to the Truckee River, a popular recreational attraction during the spring and summer months.

As part of the relocation of the Facility, the current site would be demolished and restored to a more natural state to provide the area with a recreation amenity. This is proposed to be done in two phases. Demolition of the old facility and the revegetation of the disturbed areas would be the first phase once Caltrans has completed their relocation to a new facility. Responsibilities of demolition and site cleanup should be identified through a future PSR. Should Caltrans construct the proposed dorm at this location prior to relocation, repurposing of the proposed dorm as part of the redevelopment plan should be considered. Any conversion of the dorm as well as, recreation amenities and facilities would be provided in another phase if funds weren't directly available upon demolition of the old facility. This second phase would include revegetation and restoration of the forest and riparian areas as well as providing amenities that promote outdoor recreation, including access to the Truckee River, parking, trails/trailhead, and launching facilities for non-motorized water vessels into the Truckee River. Other recreation features may be incorporated into the site such as a visitor center.

Existing Facility Cost Estimates: Based on building demolition estimates provided by HGA and site improvements and park improvements provided by Wood Rodgers, the following is a preliminary estimate for the costs associated with the restoration and development of the Existing Facility:

Restoration of Existing Facility				
Construction improvements	**Quantity**	**Unit of Measure**	**Price Per Unit**	**Amount**
Demolition of Old Buildings	26,250	Square Feet	$40	$1,050,000
Site Demolition, Removal & Disposal	3.4	Acres	$200,000	$680,000
Total Demolition Costs				**$1,730,000**
Site Civil Improvements (access, parking, utilities, etc.)	1.0	Acres	$600,000	$600,000
Park Amenities & Landscaping	2.4	Acres	$950,000	$2,280,000
Total Site Improvements				**$2,880,000**
Park Restroom	600	Square Feet	$480	$288,000
River Rafting/Information Center	1,500	Square Feet	$384	$576,000
Total Buildings				**$864,000**
Total Construction Costs				**$5,474,000**
Environmental Design and Permitting				**$1,368,500**
Total Estimated Project Costs				**$6,842,500**
Note: Costs are planning level and do not include hazardous material mitigation, off-site improvements that may be required, environmental mitigation, and may exclude other unknown costs. Environmental Design and Permitting is 25% of the total construction costs. Estimates were developed by the consultant team and were not provided by Caltrans.				

Table 8. Restoration of Existing Site Costs

Figure 18. Conceptual Tahoe City Maintenance Yard

6. RIGHT OF WAY AND PROPERTY ACQUISITION

Acquisition Process

The following outlines the formal acquisition process for acquiring property for a public purpose. Minor deviations to the process may occur considering the State of California ownership. Upon completion of environmental clearance, the preferred parcel owner will be notified of the decision to appraise the property and his/her/their right to accompany the appraiser. This is the commencement of the process to acquire property for public purposes as required under The Uniform Relocation and Real Property Acquisition Policies Act, 1970, as amended. The appraisal process is to develop an opinion of the fair market value of the preferred site. Often a project requires only a portion of the total ownership. Upon completion of pre-condemnation appraisal, it will receive an independent appraisal review and certification before being approved and sent to the Agency. The appraisal will contain an opinion of the fair market value of the subject property (larger parcel), the partial acquisition and the measure of damages. If a full acquisition of the parcel is not needed, the portion of an ownership not required for the project that is retained by the owner, is called the remainder parcel. An opinion of the fair market value of the remainder parcel is developed in the condition after acquisition to assess if the remainder has undergone any change in value. The first appraisal is to see if the remainder parcel has lost value as compared to its value as part of the larger parcel. The difference, if any, is the measure of severance damage. Next the remainder parcel will be valued considering any enhanced value created by the construction of the project. The difference between this value and the previously concluded value of the remainder is the measure of benefits. If no benefits exist, the owner is entitled to the value of the partial acquisition and the measure of damages. However, if benefits to the remainder are measurable by a gain in market value, the gain in market value may offset a portion or all the damages. The owner is always entitled to the value of the partial acquisition. The sum of the values for the acquisition and damages constitutes the opinion of fair market value provided by the appraiser.

Special considerations are included in the appraisal report for the presence of hazardous material or other detrimental conditions found on the sites. Since both sites are forested, it may require a timber cruise. The methodology for disposal of the timber as merchantable timber or firewood will be determined.

Since both of the properties are owned by California State Parks there is different approach to the acquisition process than from that of a private owner. California Public Resources Code Section 5012 (a) provides that the Department of Parks and Recreation has rights over its land for public highway purposes. The transfer between State Agencies requires the approval of the Director of General Services. The Director may authorize the payment of such considerations as deemed proper from available funds of the receiving agency to the transferring agency. The Department of General Services may be entitled to the costs associated with their services in the transaction.

Both sites are currently vacant and will not require any displacement of legal occupants. Neither site is improved and will not require removal of owner improvements. The result is there is no Relocation Assistance and demolition costs.

Programming & Budgetary Estimate for the New Sites

As part of the analysis the potential cost of the acquisition is developed. The process is not an appraisal but identifies the potential costs plus a contingency, so adequate funds are programmed and available to complete the purchase under any procedure of acquiring private land for public purposes. The estimate for this project includes the cost of purchasing the land, with consideration of the timber, escrow fees and provision for the owner to obtain their own appraisal (SB1210). Handling the disposal of the timber is often provided for in the Construction Manual. It can be used to offset clearing and grubbing costs.

Lake Tahoe valuation presents a unique assignment. There is a high degree of governmental controls and restrictions which generally creates a wide spread of unit values. The acquisitions for the study will consider 10 acres per location.

STATE OF CALIFORNIA	**APN: 084-010-040**	**173.0 ACRES**

This is identified as the Ward Creek Site. It is an approximately 10 acres portion of a 173-acre ownership. The acquisition will be located along the highway frontage with gentle topography. Because of the larger ownership unit values could range from $550,000 to $800,000 per acre.

Estimate for Ward Creek: $5,500,000 to $8,000,000.

STATE OF CALIFORNIA	**APN: 0093-010-011 & 012**	**33.97 ACRES**

This is identified as the Burton Creek Site. It is an approximately 10 acres portion of a 33.97-acre ownership. The acquisition will be located along the highway frontage with moderate topography. Because of the smaller ownership unit values could range from $750,000 to $1,000,000 per acre.

Estimate for Burton Creek: $7,500,000 to $10,000,000.

Disposal of Existing Site

The existing site will be declared excess land. The site is processed and added to the excess land inventory. A Hazardous Material Disposal Document will be requested to identify any potential issues required to be resolved before disposal. A Market Value Determination appraisal developing the opinion of market value will be prepared. The parcel disposal will follow Caltrans procedures for advertising and offering the property for sale.

STATE OF CALIFORNIA	**Caltrans Right-of-Way**	**2-3 ACRES**

The existing site will not have values like the sites proposed for acquisition. This parcel is in a flood plain and does not have the same degree of frontage and utility. It is estimated to have between 2-3 usable acres. Some buildings may only have an interim value due to age and utility in the market. There are limited buyers for this parcel as fully developed. The range of unit values for the land is estimated to be $400,000 to $500,000 per acre. Contributory value of the improvements is estimated at $900,000. This estimate does not include fixtures, equipment and item pertaining to the realty.

Estimate for Existing Maintenance Station using 2.5 Ac: $1,900,000 to $2,150,000.

These estimates were generated by Bender Rosenthal, Inc. and were not provided by Caltrans. Caltrans Right of Way staff would evaluate these estimates as part of a formal PSR-PDS process. Costs could be higher should Caltrans construct the proposed dorm at this location prior to relocation. Costs for development and construction of the dorm are currently estimated at $5,600,000.

7. SUMMARY AND NEXT STEPS

This process has identified two feasible sites for the relocation of the existing Tahoe City Maintenance Yard. However, this is the first step in the overall process. Figure 18 below outlines the anticipated process for a future project in five (5) phases. As of July 2020, Caltrans has begun the process for developing a new dormitory to replace the existing supervisor's house at the current location. Construction of the proposed dormitory is programmed for Spring of 2023. It is recommended that the new dormitory move forward as an initial phase at either Ward Creek, Burton Creek, or another off-site location. This would maximize space at the existing facility and not close the door on a future relocation site. Phases 1 through 3 could be accomplished for the current dorm facility Caltrans has programmed. Caltrans has indicated they are not interested in relocation at this time due to funding constraints, and do not intend to take this Feasibility Study to a full Project Stud Report (PSR). Should a project sponsor choose to move forward with assisting Caltrans with relocation, a PSR would need to be coordinated with Caltrans as the next step in order to select a preferred site as indicated in Phase 1 below.

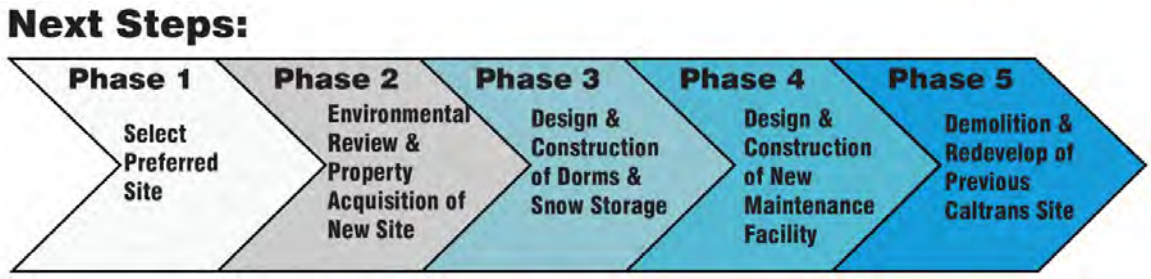


Figure 18. Next Steps Moving Forward

8. EXTERNAL AGENCY COORDINATION – PROJECT DEVELOPMENT TEAM (PDT)

Tahoe Transportation District (TTD)

This Feasibility Study has been developed by the Tahoe Transportation District (TTD) and their consultant, Wood Rodgers, Inc., in coordination with Caltrans and the other agencies listed below.

Tahoe Regional Planning Agency (TRPA)

TRPA assigned the mitigation measure to the TTD to review the feasibility of relocating the Caltrans Tahoe City Maintenance Yard as part of the environmental approvals of the SR 89 Fanny Bridge Community Revitalization Project. TRPA has participated on the PDT and is a reviewing agency.

Caltrans

Caltrans' Staff from the Tahoe City Maintenance Facility and District 3 office were involved within the PDT meetings and an integral part of the Feasibility Study. Caltrans Staff involved and their review dates are identified in Section 9 and 10 of this Feasibility Study. As part of this process, Caltrans provided input on the history of the existing facility as well as input into site selection and future operational needs.

Placer County

Placer County Staff were involved within the PDT meetings and an integral part of the site selection. As part of this process, Placer County stated they would be interested in the acquisition and long-term maintenance of the existing Caltrans Facility should no other entity be interested.

Tahoe City Public Utility District (TCPUD)

TCPUD Staff were involved within the PDT meetings and an integral part of the site selection.

North Tahoe Public Utility District (NTPUD)

NTPUD Staff were involved within the PDT meetings and an integral part of the site selection.

California Division of State Parks (Parks)

Parks staff were a part of the PDT meetings and involved in communication of several of the sites. Ward Creek and Burton Creek are currently under Parks ownership and are initially a willing party should any plans move forward on these two sites. Any plans would have to be approved by Parks prior to any final decisions.

United States Forest Service – Lake Tahoe Basin Management Unit (LTBMU)

LTBMU staff were a part of the PDT meetings and involved in communication of several of the sites. Several of the final sites were under the ownership of LTBMU.

9. CALTRANS PROJECT REVIEWS

Scoping Team Field Review	Professional Development Team Meeting and Caltrans Maintenance Yard Site Visit	Date	06/17/2019
District Program Advisor	N/A	Date	
Headquarters SHOPP Program Advisor	Joel Robinson	Date	02/24/20
District Maintenance	Shelley Pangman	Date	12/17/19
Project Manager	John Holder	Date	12/19/19 & 10/19/20
District Safety Review	N/A	Date	
Constructability Review	N/A	Date	

10. CALTRANS PROJECT PERSONNEL

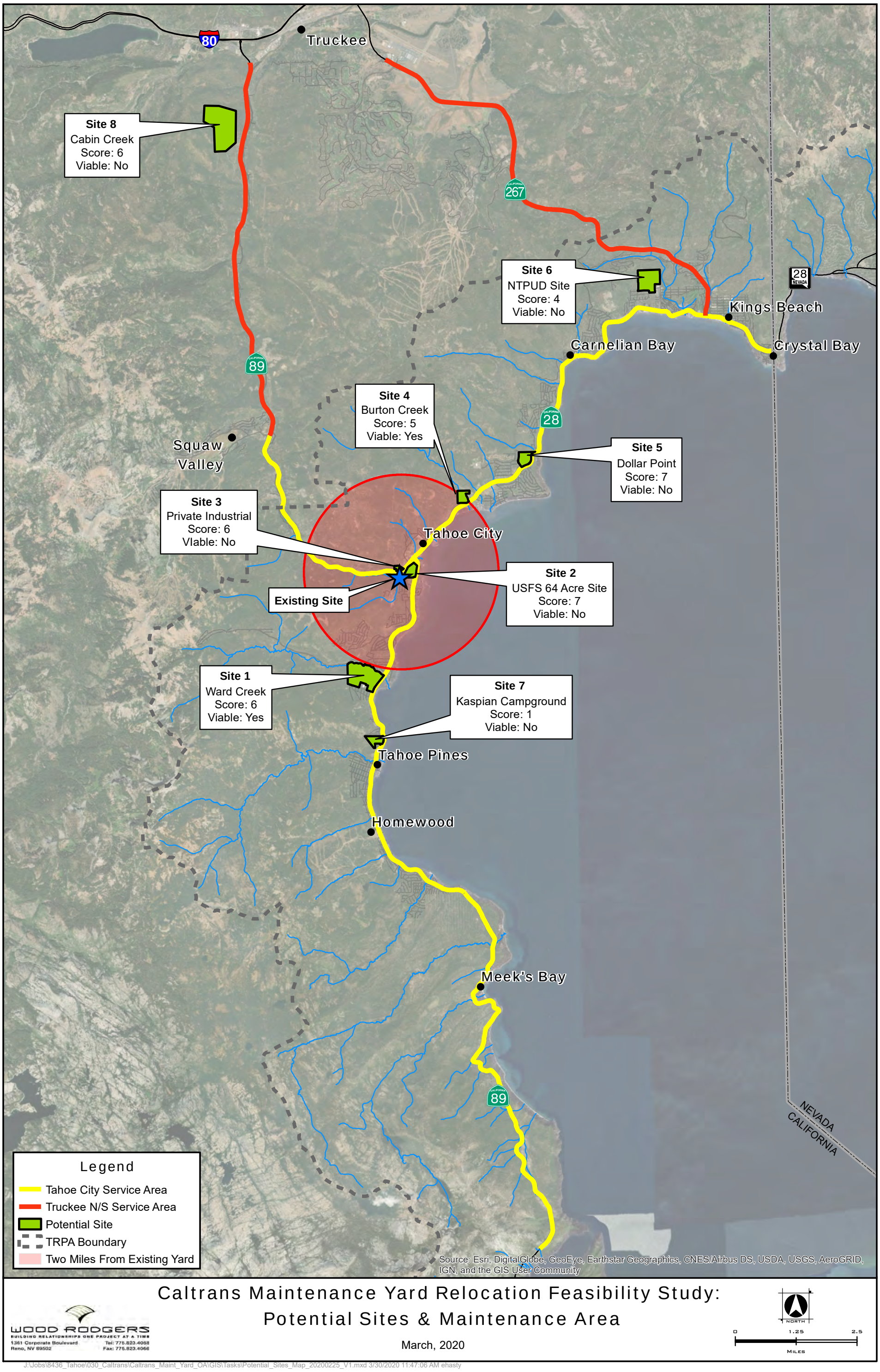
Name	Title	Phone Number	Email
John Holder	Project Manager	(530) 741-5448	John.holder@dot.ca.gov
Shelley Pangman	Maintenance Area Sup.	(530) 265-7931	Shelley.pangman@dot.ca.gov
Kevin Kuckenmeister	Maintenance Area Sup.	(530) 583-3201	Kevin.kuckenmeister@dot.ca.gov
Tom Brannon	District Deputy Director Maintenance	(530) 741-4318	Tom.brannon@dot.ca.gov
Russ Petty	Hydraulics Engineer	(530) 740-4830	Russ.petty@dot.ca.gov

ATTACHEMENTS (38 PAGES)

A. Vicinity Map & Potential Site Constraints Maps (10 pages)
B. Mini-Preliminary Environmental Assessment Reports (Mini-PEAR) (15 pages)
C. HGA Program Plans (6 pages)
D. Conceptual Site Plans (3 pages)

Appendix A:

Vicinity Map & Potential Site Constraints Maps



Caltrans Maintenance Yard Relocation Feasibility Study: Potential Sites & Maintenance Area

March, 2020

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

NORTH

0 1.25 2.5
MILES

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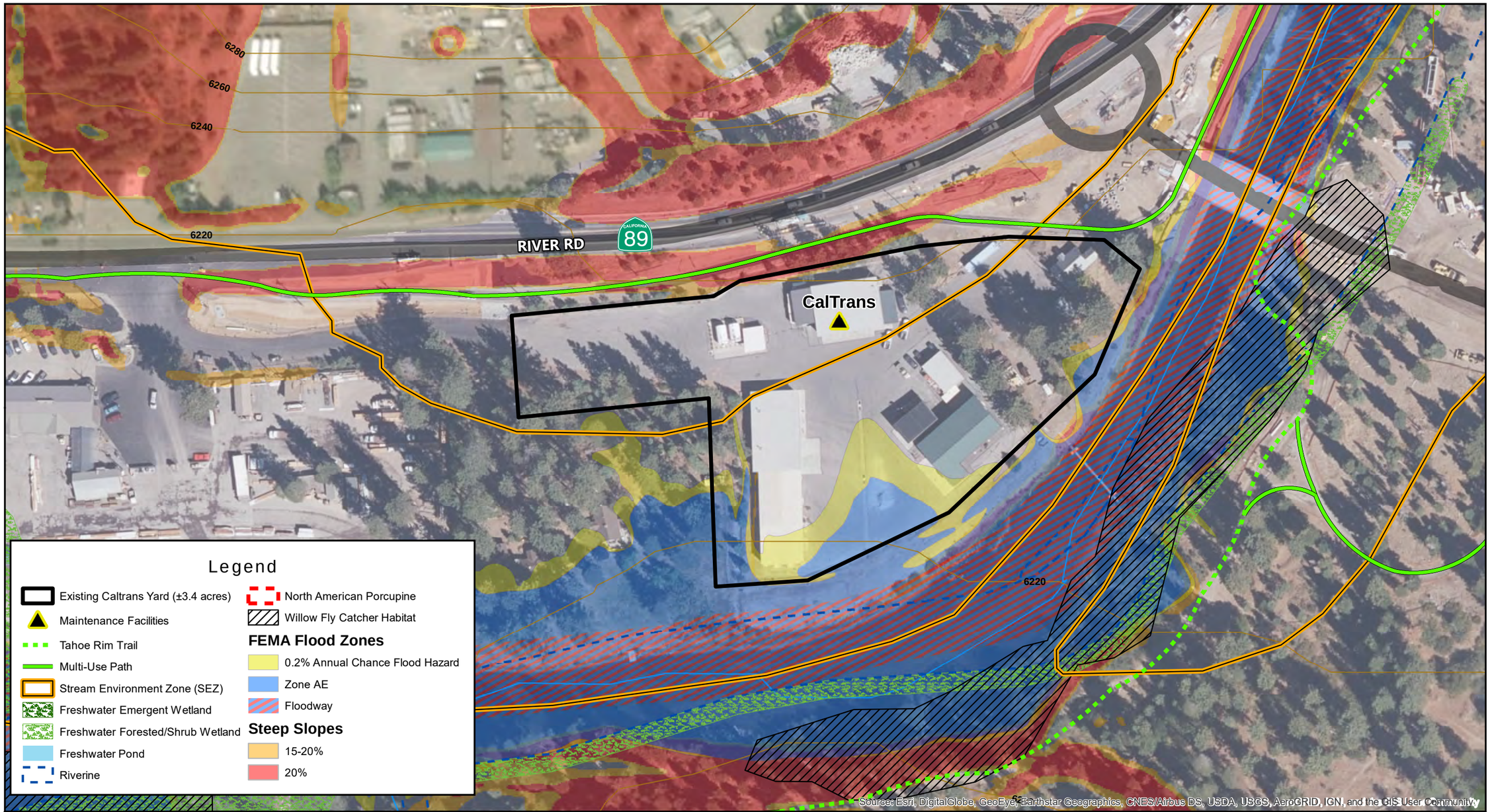

EXISTING CALTRANS SITE

OVERALL CONSTRAINTS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH

0 75 150
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

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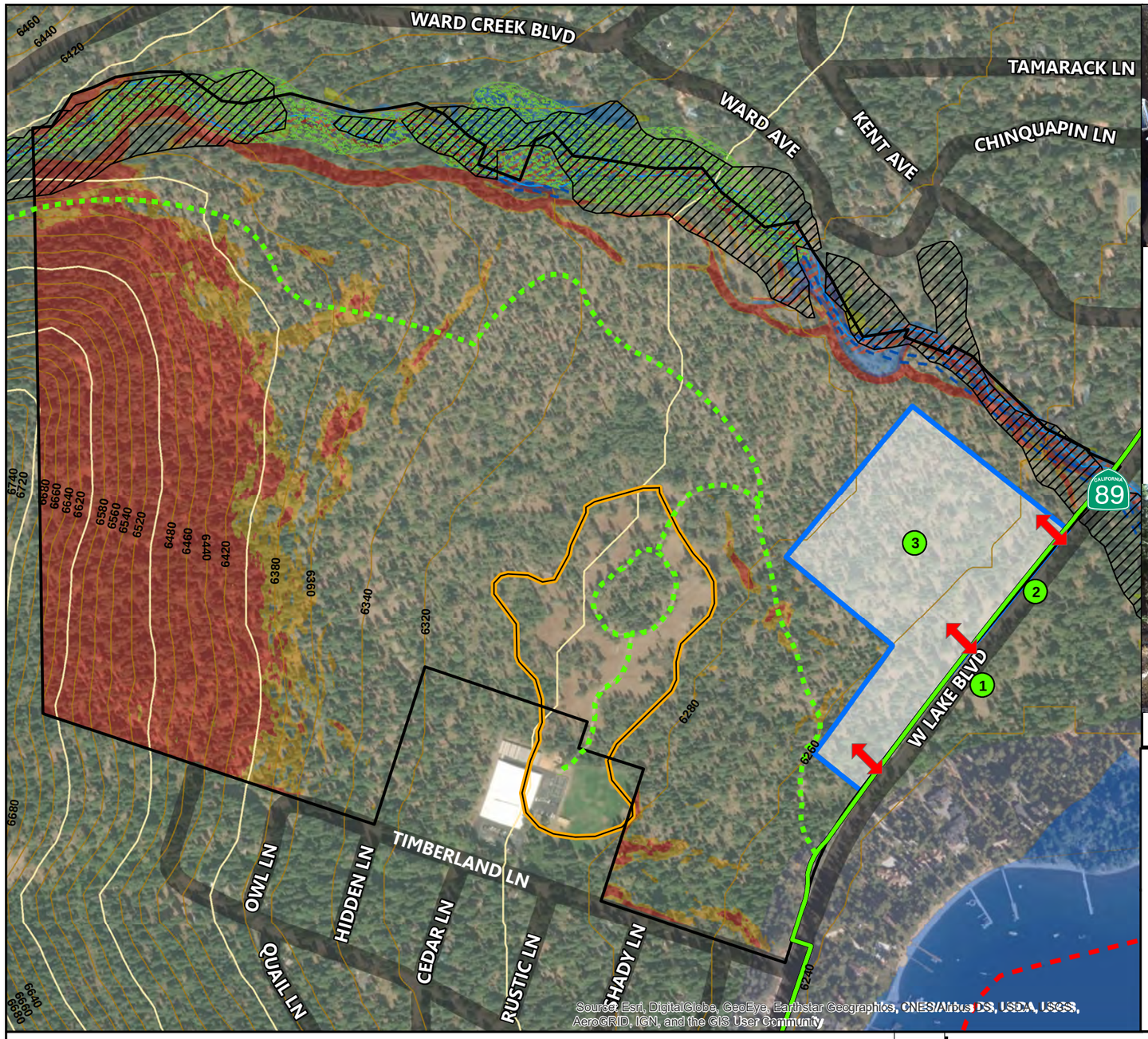


1 **Line of site on SR-89: looking southwest (left), looking northeast(right)**

2 **Looking into Developable Area from SR-89**

3 **Ground Cover (looking north)**

Legend

- Ward Creek Parcel
- School Development Area (14.7± Acres)
- Hiking Path
- Multi-Use Path
- Possible Site Access
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat
- Tahoe Yellowcress
- Freshwater Forested/Shrub Wetland
- Riverine

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE
- Floodway

Steep Slopes

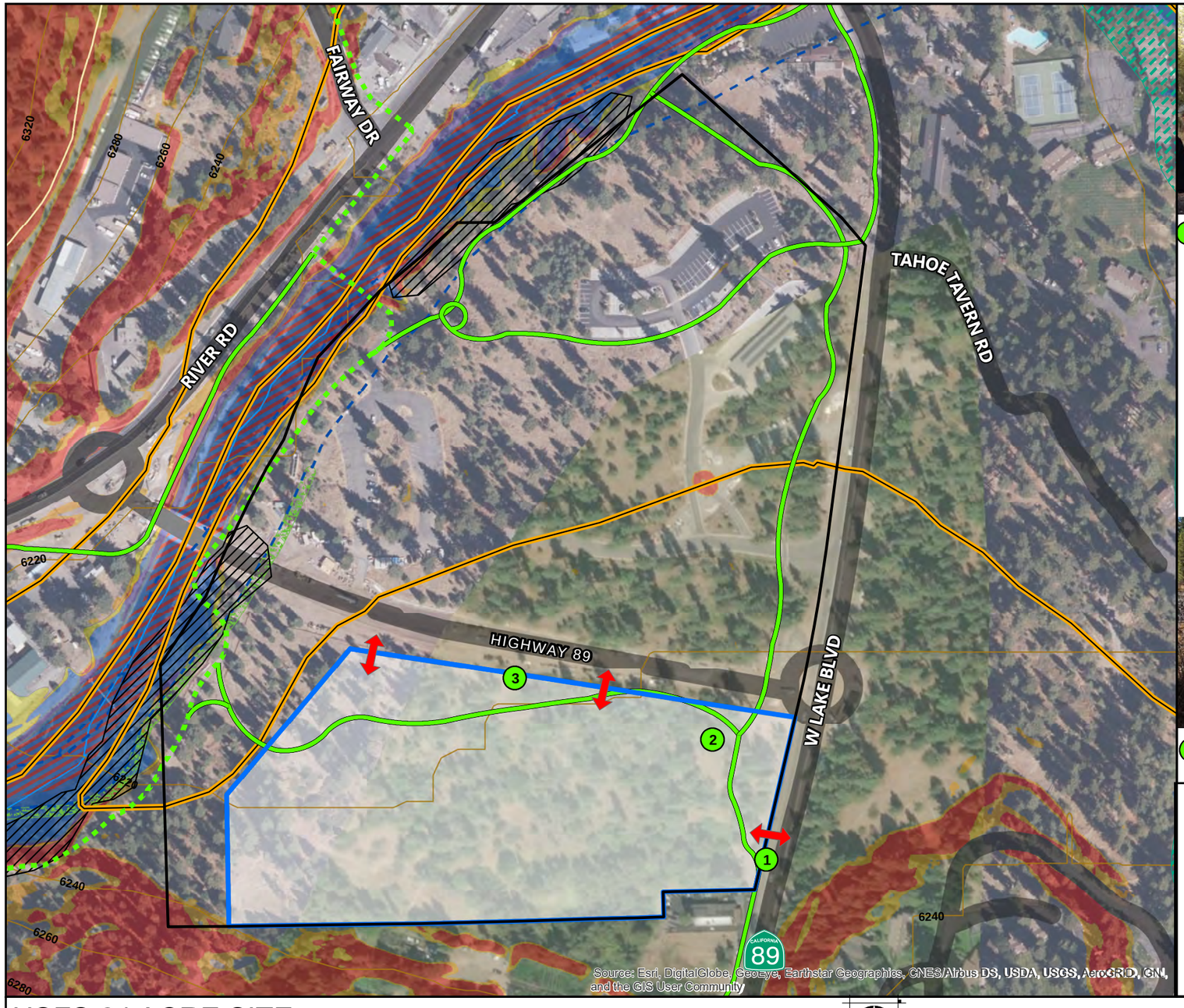
- 15-20%
- 20%+

WARD CREEK

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH
0 255 510
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066



1 **Line of site SR-89 western boundary: looking north (left), looking south (right)**

2 **Ground cover**

3 **Line of site SR-89 northern boundary: looking west (left), looking east (right)**

Legend

- USFS "64 Acre" Parcel
- Potential Development Area (10.2± Acres)
- Possible Site Access
- Tahoe Rim Trail
- Multi-Use Path
- Maintenance Facilities
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat
- Tahoe Yellowcress
- Freshwater Forested/Shrub Wetland
- Riverine

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE
- Floodway

Steep Slopes

- 15-20%
- 20%

USFS 64 ACRE SITE

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH

0 155 310
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

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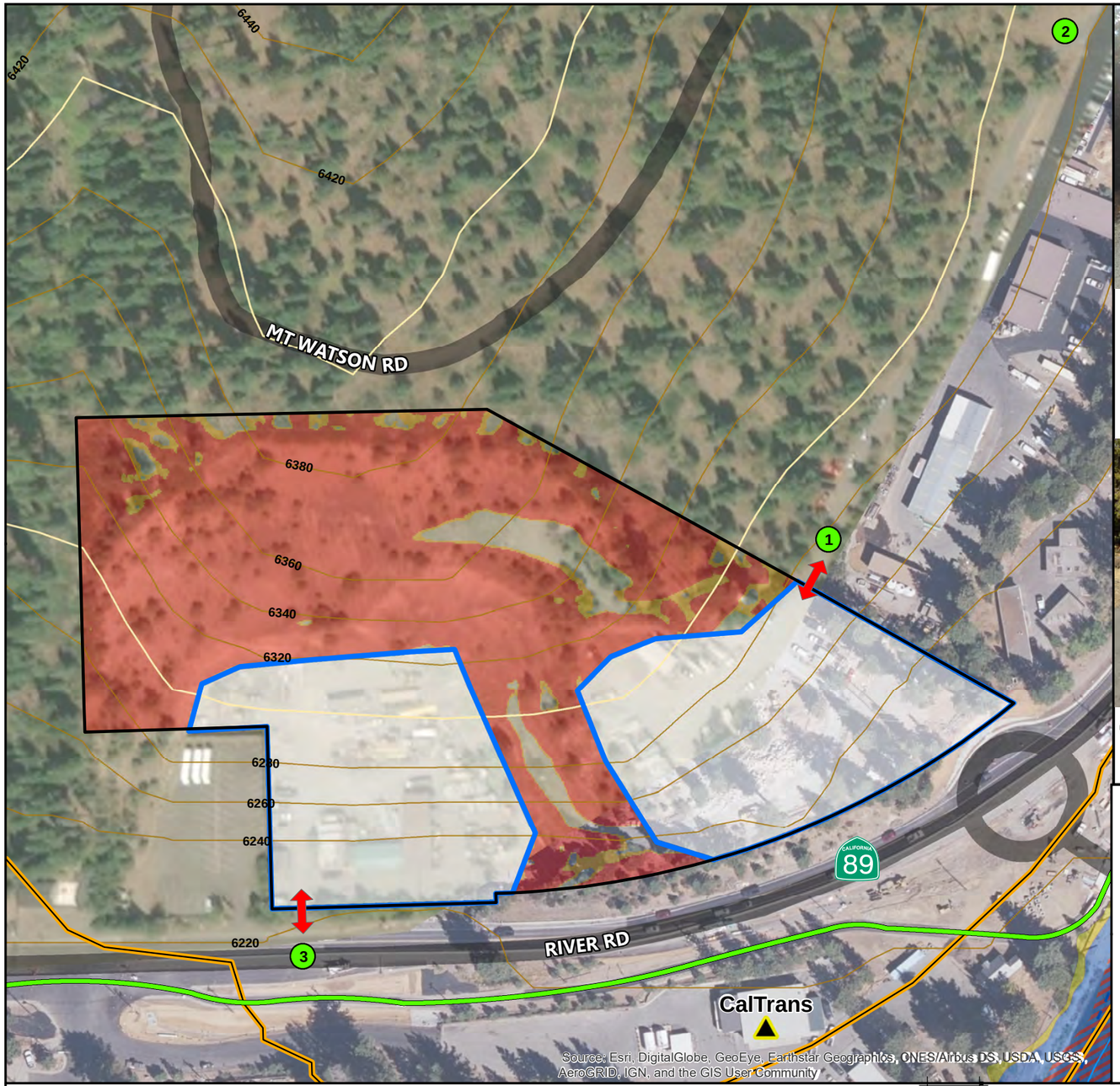

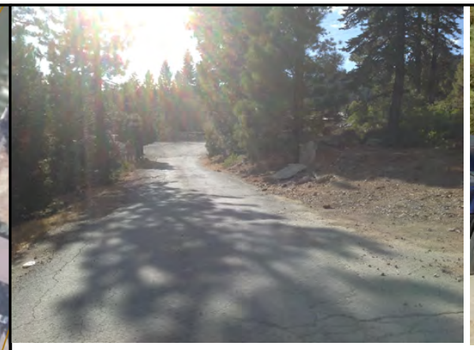

1 **North access: looking south (left), looking north (right)**

2 **North access to parking lot (looking north)**

3 **SR-89 access (looking north)**

Legend

- Industrial Parcel
- Potential Developable Area (3.6± Acres)
- Possible Site Access
- Tahoe Rim Trail
- Multi-Use Path
- Maintenance Facilities
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat
- Riverine

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE
- Floodway

Steep Slopes

- 15-20%
- 20%+

INDUSTRIAL SITE

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH
0 50 100
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel: 775.823.4068
Reno, NV 89502 Fax: 775.823.4066

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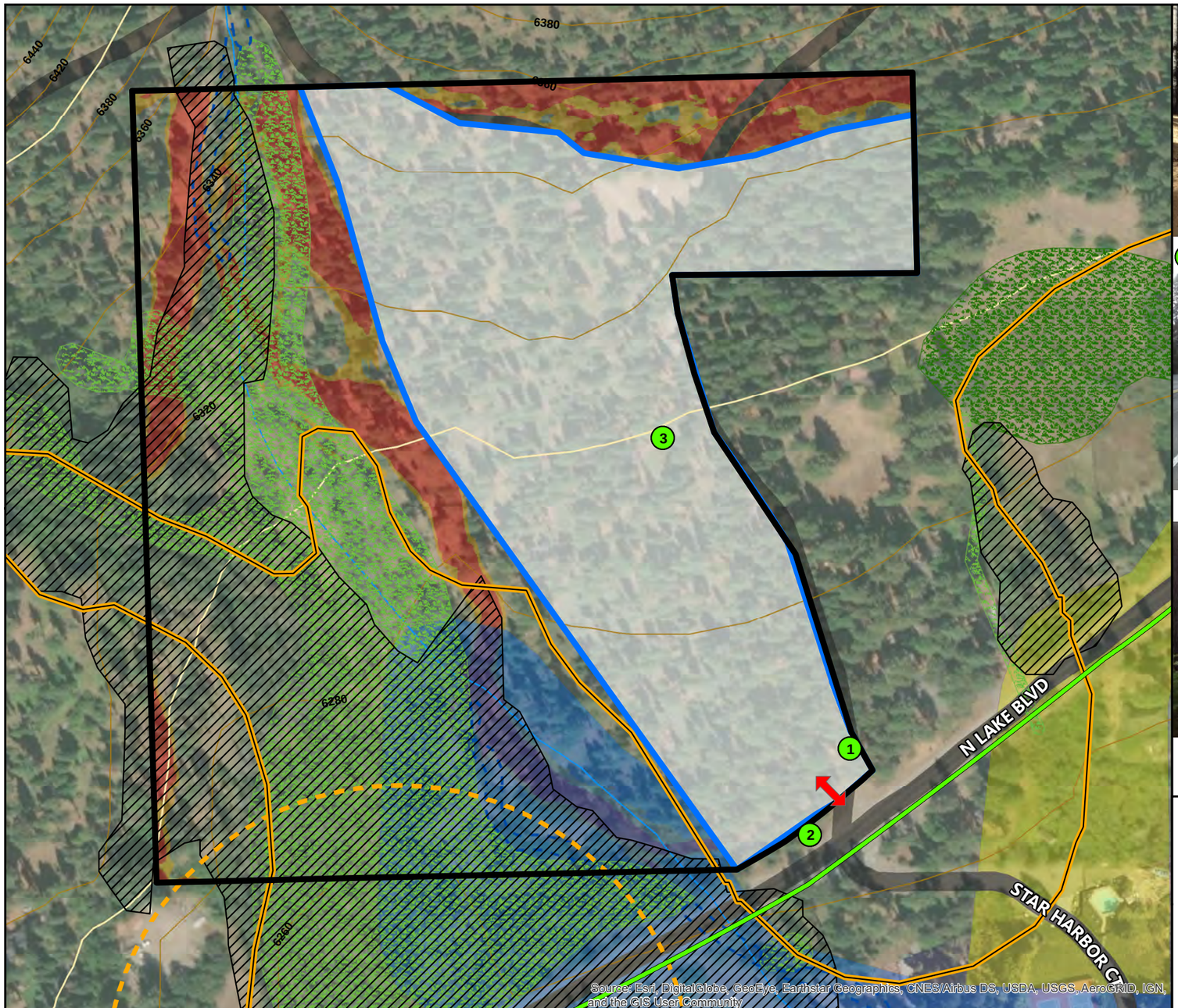

1 Exisitng Shared Access Road onto SR-89 (looking north)

2 Line of site: looking southwest (left), looking northeast (right)

3 Site ground cover (looking west)

Legend

- Burton Creek Project Area Parcel
- Possible Development Area (15.0± Acres)
- Possible Site Access
- Multi-Use Path
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Riverine
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE

Steep Slopes

- 15-20%
- 20%+

BURTON CREEK

OVERALL CONSTRAINTS
PLACER COUNTY, CA
MARCH, 2020

NORTH
0 130 260
FEET

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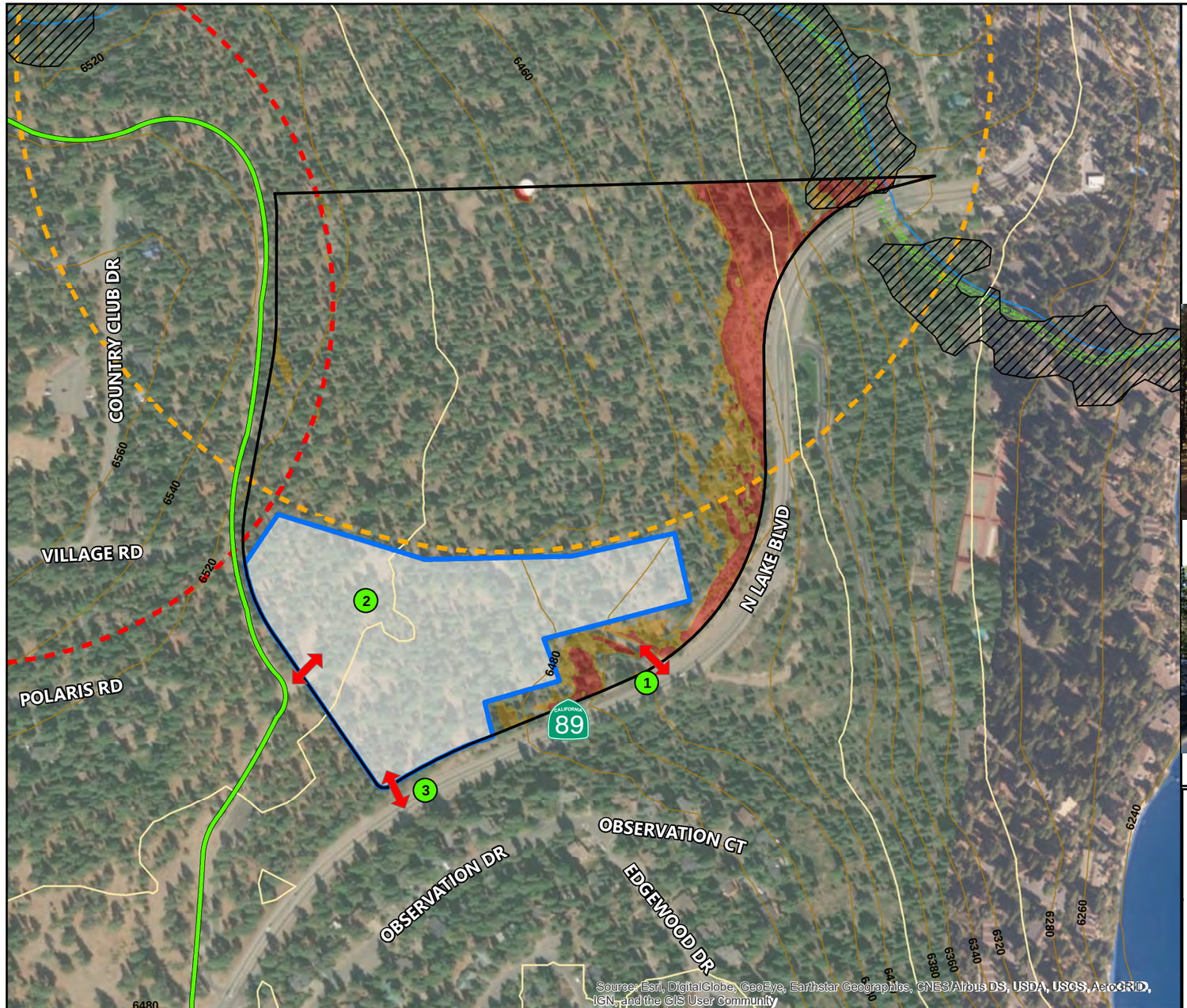

1 Existing access (looking northeast)

2 Ground Cover: looking northeast (left), looking west (right)

3 Line of site SR-89: looking southwest (left), looking northeast (right)

Legend

- Dollar Point Parcel
- Potential Development Area (10.4± Acres)
- Possible Site Access
- Multi-Use Path
- North American Porcupine
- Willow Fly Catcher Habitat
- Freshwater Forested/Shrub Wetland
- Osprey Nest Buffer

Steep Slopes

- 15-20%
- 20%+

DOLLAR POINT

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH
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FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
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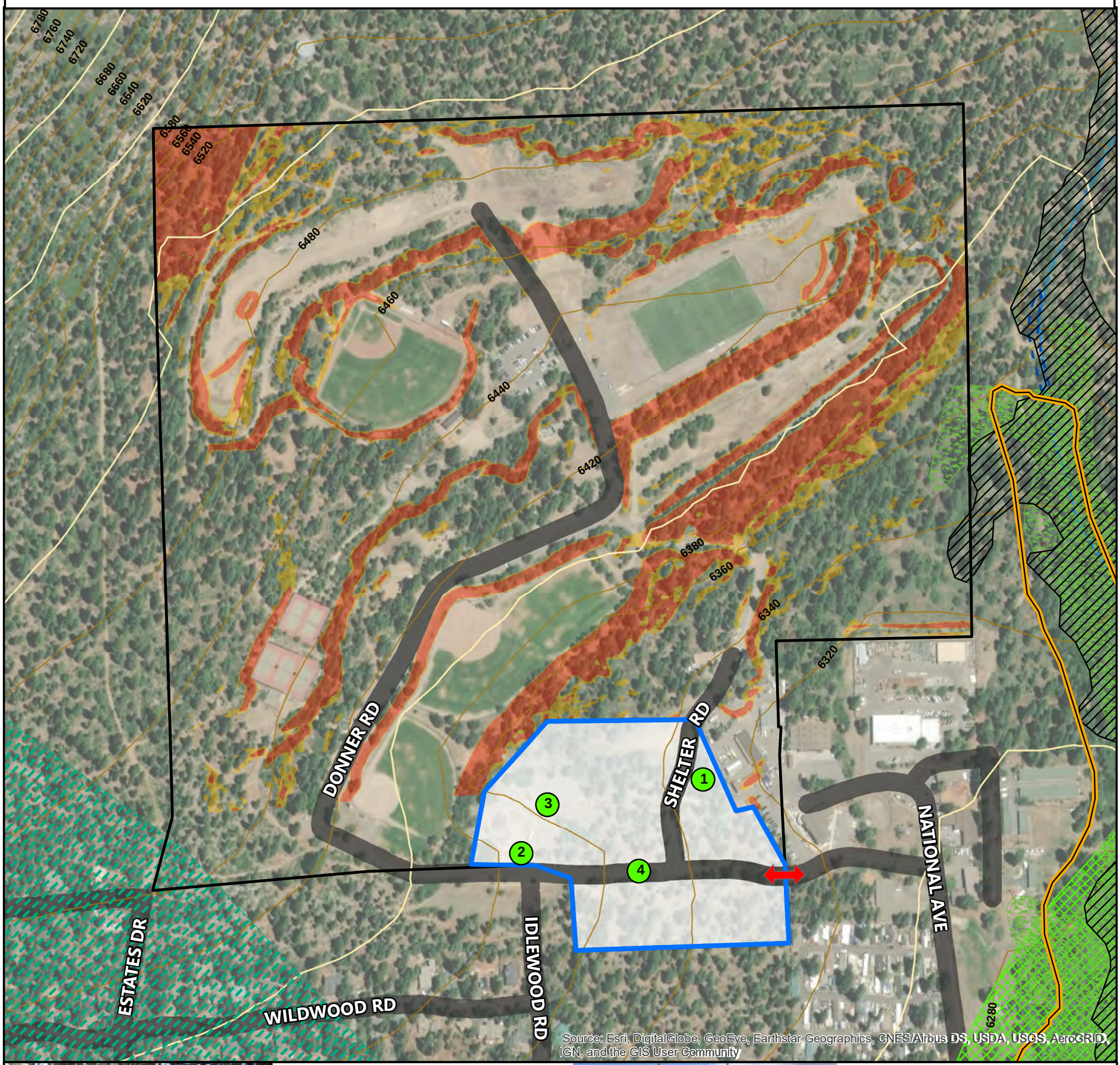
Legend

- NTPUD Parcel
- Potential Development Area (10.4± Acres)
- Possible Site Access
- Stream Environment Zone (SEZ)
- Willow Fly Catcher Habitat
- Tahoe Yellowcress
- Freshwater Forested/Shrub Wetland
- Riverine
- Plant - Accuracy Class 3

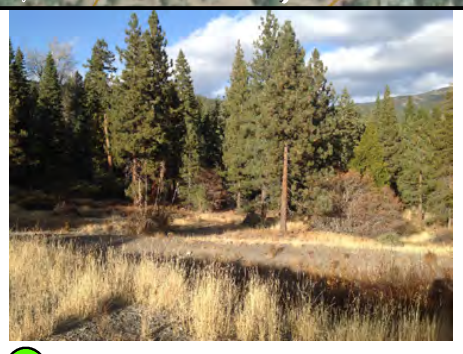
Steep Slopes

- 15-20%
- 20%+



1 **Adjacent Placer County Facility (looking west)**

2 **Existng snow storage site (looking north)**



3 **Ground cover (looking northeast)**

4 **Access (looking east)**

NTPUD SITE

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH

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FEET

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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
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Tel: 775.823.4068
Fax: 775.823.4066

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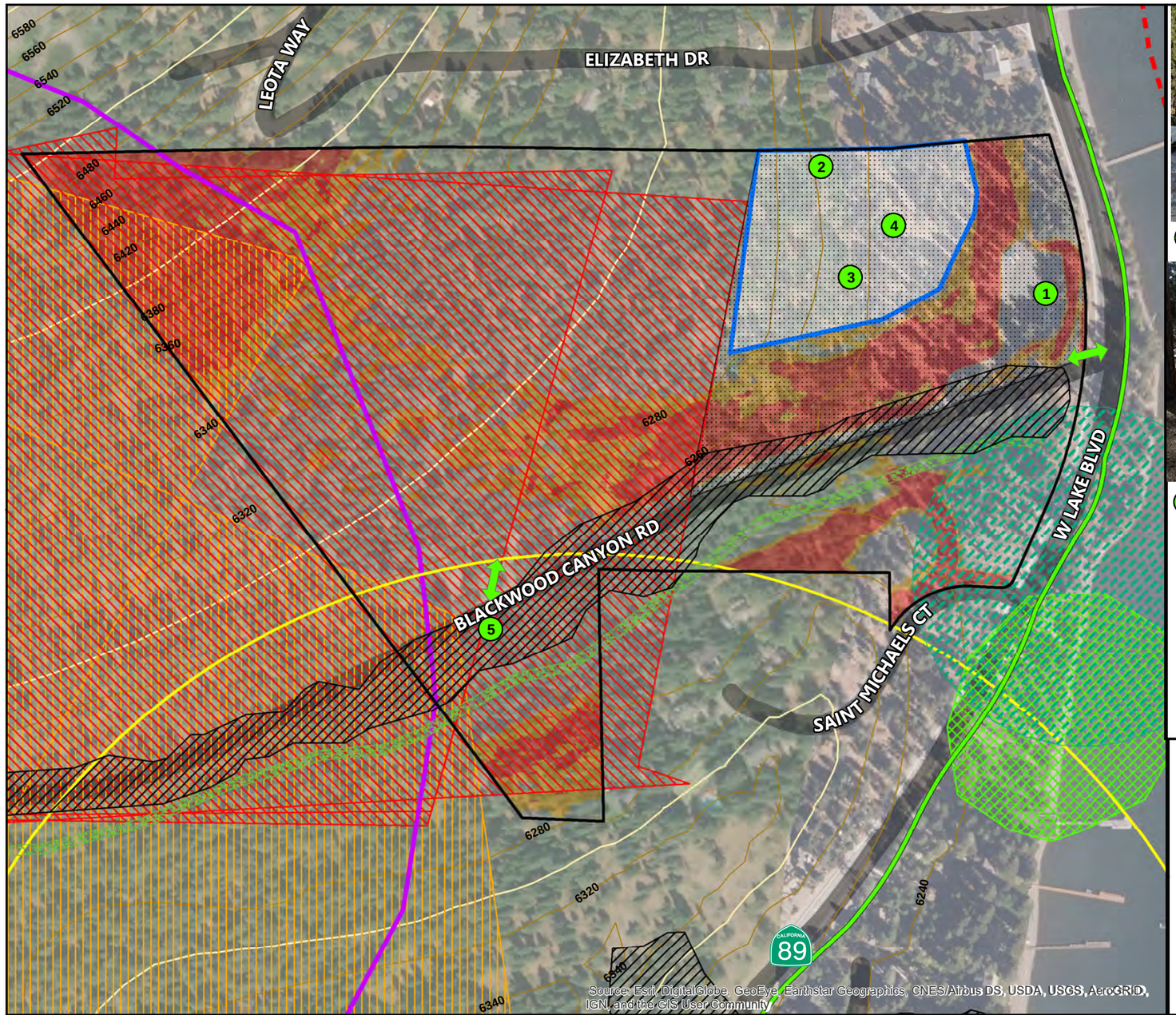
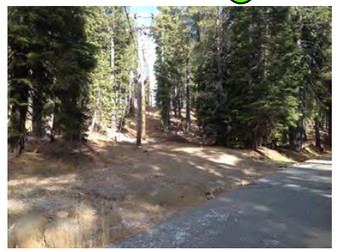


1 Parking lot (looking west)

2 Adjacent residents (looking north)

3 Campground (looking west)

4 Campground (looking northeast)



5 Possible access off of Blackwood Canyon Rd (looking north)

Legend

- Kaspian Campground Parcel
- Potential Development Area (3.2± Acres)
- Possible Site Access
- Campground Sites/Parking
- Multi-Use Path
- North American Porcupine
- Willow Fly Catcher Habitat
- Tahoe Yellowcress
- Freshwater Forested/Shrub Wetland
- Peregrine Falcon Nest Buffer
- Goshawk Threshold Zone
- Goshawk Protective Activity Center (PAC)
- California's Spotted Owl PAC
- Plant - Accuracy Class 3

Steep Slopes

- 15-20%
- 20%+

KASPIAN CAMPGROUND

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH

0 162.5 325
FEET

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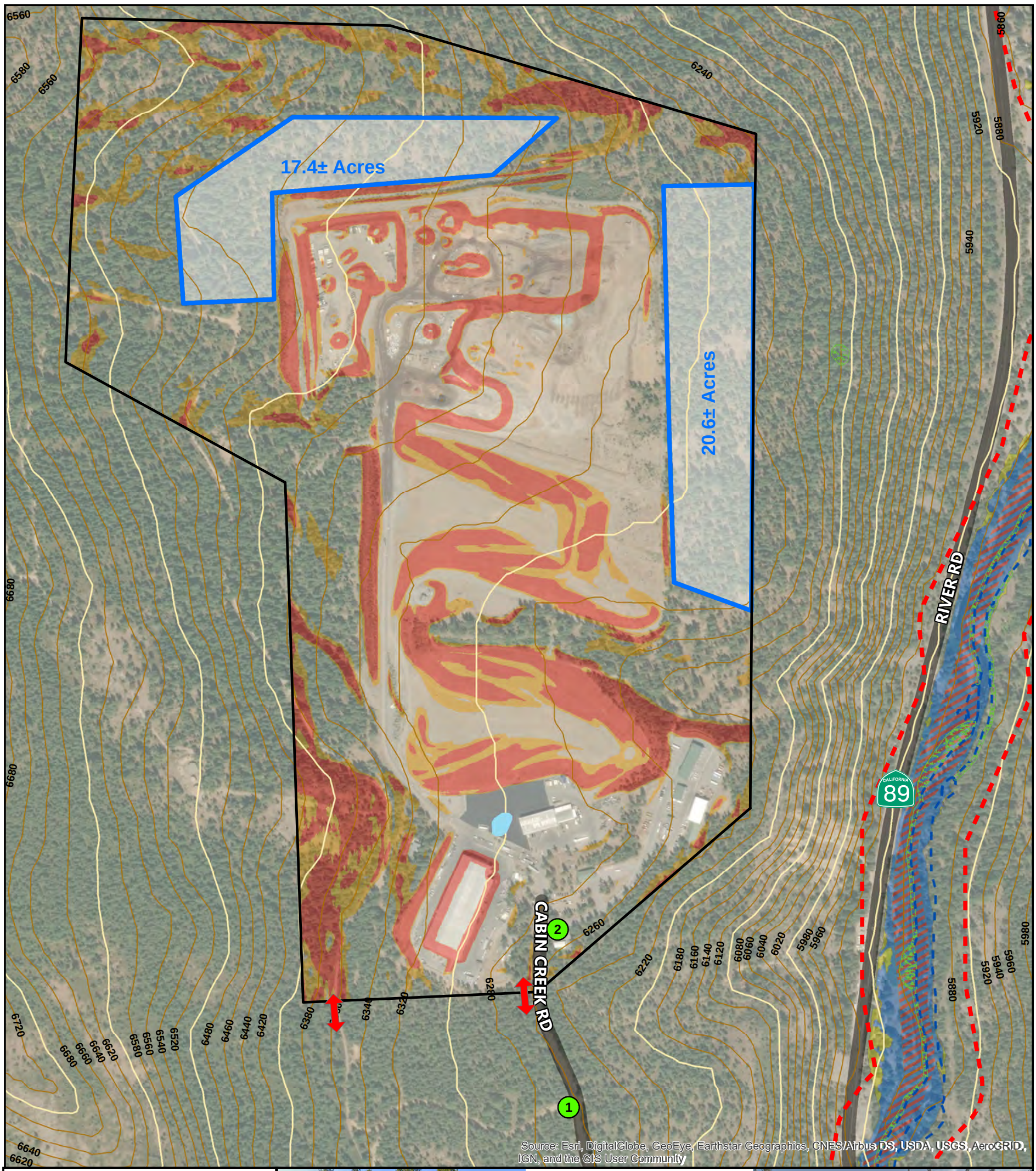

Legend

- Cabin Creek Parcels
- Potential Development Area (38.0± Acres)
- Possible Site Access
- North American Porcupine
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Riverine

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE
- Floodway

Steep Slopes

- 15-20%
- 20%+

1 **Possible alternative entrance (looking north)**

2 **Exisitng entrance (looking north)**

3 **Cabin Creek Road and SR-89 intersection looking south (approximately 1-mile south of project site).**

CABIN CREEK

OVERALL CONSTRAINTS WITH PHOTOS

PLACER COUNTY, CA

DECEMBER, 2019

NORTH

0 312.5 625

FEET

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BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

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Appendix B:

Mini-Preliminary Environmental Assessment Reports (Mini-PEAR)

NORTH REGION ENVIRONMENTAL

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

DATE: 3/25/2020

TO: John Holder
Project Manager

(530) 741-5448
Phone Number

FROM: Gail St. John
Environmental Planner

741-7116
Phone Number

CO-RTE (PM): PLA-89 (PM 8.9)
EFIS Number: Click here to enter text.
EA: Click here to enter text.
Project Nickname: Caltrans Tahoe City Maintenance Yard Relocation Project – Burton Creek Site

FUNDING SOURCE(S): (check all that apply)
To be confirmed. Potential sources checked.

- ☒ State
- ☒ Federal
- ☒ Local
- ☐ Measure Funded
- ☐ Safety Project (010 Programming Code)
- ☐ Other: Click here to enter text.

Anticipated Environmental Approval

NEPA: **Categorical Exclusion (23 USC 327)**
CEQA: **Environmental Impact Report (NOD)**

HQ DEA Environmental Concurrence with NEPA Class of Action date: Click here to enter a date.

☐ N/A

Schedule

Task	From PRSM	Time Needed
M020 Begin Env	TBD	
M120 DED	TBD	TBD
M200 PA & ED	TBD	TBD
M380 PS&E	TBD	TBD
M460 RTL	TBD	TBD

PRELIMINARY DESIGN INFORMATION

Does the project involve any of the following?

- ☐ New alignment
- ☐ Road realignment
- ☐ Road widening
- ☐ Bridge work
- ☐ Road cut/fill
- ☐ Detours
- ☐ Grinding
- ☐ Construct access roads
- ☐ Disposal/borrow site(s)
- ☒ Equipment staging area
- ☒ Drainage/culverts
- ☒ 100 yr. floodplain (existing site)
- ☐ Establish CRZ
- ☐ Railroad
- ☐ Ramp closure
- ☒ R/W acquisition
- ☐ Temporary easements
- ☐ Utility relocation
- ☒ Ground disturbance: TBD Est. max. depth:
- ☒ Vegetation removal
- ☒ Tree removal
- ☐ Retaining/Sound walls
- ☐ Pile driving
- ☒ Seasonal constr. window
- ☐ Night work
- ☐ Blasting
- ☐ Stream channel work
- ☐ Other: Click here to enter text.

SUMMARY STATEMENT

District 3 Environmental has prepared this Mini-PEAR to identify environmental issues, constraints, costs, and resource needs associated with the project. Staff did not conduct field reviews or complete technical studies; therefore, these efforts will be required in the Project Approval and Environmental Document (PA & ED) Phase.

Based on a preliminary review of the project scope and mapping, the following studies will be required: Initial Site Assessment (ISA) (hazardous waste), Section 4(f), Community Impact Assessment technical memorandum, Natural Environment Study – Minimal Impact, Visual Impact Assessment technical memo, and Area of Potential Effects, Archaeological Survey Report and Historic Property Survey Report (cultural resources). Based on the current project scope, the following permits will be required: 401 Certification and National Pollutant Discharge Elimination System (NPDES) permit.

Environmental Assumptions and Risks are presented at the end of this document.

ENVIRONMENTAL ASSET MANAGEMENT CONSIDERATIONS

☒ None ☐ Advanced Mitigation ☐ Fish Passage ☐ Storm Water Mitigation

ENVIRONMENTAL EFFICIENCIES

☒ None ☐ Field review not required ☐ Use Water Quality Assessment checklist

PURPOSE AND NEED STATEMENT (Purpose: project goal; Need: identified transportation deficiency)

The purpose of the project is to review the feasibility of relocating the Caltrans Tahoe City Maintenance Yard as a result of the SR 89 Fanny Bridge Community Revitalization Project and operations deficiencies to find opportunities for a more suitable location that is sized to meet Caltrans' operational needs.

According to Caltrans Maintenance Facility standards, the existing Facility is outdated (built in 1957) and undersized, 1 approximately half the size of what is needed. This creates inefficiencies for staff and equipment storage resulting in additional costs. Below is a list of current needs at the existing facility that a new location and facility would help provide:

- Offices, meeting space, breakrooms, and restrooms are subpar and undersized. These facilities do not meet today's standards and codes and are not adequate for the number of staff.
- Existing truck barns lack the number of bays to accommodate the fleets, and are not adequately sized for modern equipment. Equipment that should be stored inside a truck barn has to be stored outside, which greatly reduces the service life of the equipment and adds maintenance costs.
- Due to the limited space within the site there is not enough outdoor storage space for all of the equipment and materials, including snow storage space. Snow is stored off-site through a lease agreement at the Placer County Maintenance facility located approximately nine (9) miles north of the current Caltrans yard, adding increasing costs.
- Fueling facilities and hazardous material storage areas are undersized and outdated.
- Dormitory facilities for staff are needed. With limited space at the existing facility, it would be challenging to add housing without losing needed outdoor storage space.
- A portion of the Caltrans yard is in a floodplain, resulting in ongoing costs for mitigating any potential stormwater and unintended waste discharges into the adjacent Truckee River, an environmentally sensitive water body.

PROJECT DESCRIPTION

The Tahoe Transportation District (TTD), in coordination with the California Department of Transportation (Caltrans), is assessing the feasibility of relocating the Caltrans Tahoe City Maintenance Yard (Caltrans yard) to a new location. After considering eight (8) potential sites, the project team has determined that relocation of the Caltrans yard to the Burton Creek site within the Burton Creek State Park in Placer County is one of two viable options. A map of the proposed site is included in Attachment 1 as Figure 1.

The Burton Creek site includes two parcels (APN 093-010-011 and -012), totaling 34.0± acres. The project team has identified approximately 15± acres of land that can be developed with direct access to SR 28, north of the intersection of Star Harbor Court and SR 28. Construction of a CAL FIRE station is currently proposed on approximately 7 acres of this site. The Caltrans yard would be located adjacent to the fire station with the possibility of sharing some facilities. The proposed Caltrans yard site would require 7.5± acres.

The project would also include removal of the facilities at the existing Caltrans yard and restoration of the site. The site would be restored to a more natural state to provide the area with a recreation amenity. This is proposed to be done in two phases. Caltrans would be responsible for the demolition of the old facility and the revegetation of the disturbed areas. Recreation amenities and facilities would be provided by others in another phase if funds are not directly available upon demolition of the existing facility. This second phase would include revegetation and
restoration of the forest and riparian areas as well as the provision of amenities that promote outdoor recreation, including access to the Truckee River, parking, trails/trailhead, and launching facilities for nonmotorized water vessels into the Truckee River. Other recreation features, such as a visitor center, may be incorporated into the site.

<u>Project Background</u>
In 1994 the Tahoe City Community Plan first identified the goal of creating a new SR 89 alignment including the construction of a new Truckee River Bridge while converting the old SR 89 and existing Fanny Bridge into a local roadway. The project was developed in response to growing traffic congestion issues in Tahoe City and the need for another access point over the Truckee River for the west shore. In May of 2015 the environmental document was certified. The alternative selected did have some impacts on the existing Caltrans Maintenance Yard including relocating the entrance. The realignment of SR 89 and construction of a new bridge and traffic circle, which are parts of the SR 89 Fanny Bridge Community Revitalization Project, were completed in the fall of 2019.

As a result of approving the SR 89/Fanny Bridge project, the Tahoe Regional Planning Agency (TRPA) added mitigation to the environmental approvals that required the project proponent, the Tahoe Transportation District (TTD), to study the feasibility of relocating the Caltrans Yard. The intent of the mitigation was to look at opportunities to relocate the Caltrans Facility to a site that could accommodate the needs, and to restore the current facility adjacent to the Truckee River. The southern half of the yard is identified as a flood zone and is in the Stream Environment Zone (SEZ). These designations are not an ideal location for development and would benefit the environment as a restored area.

ENVIRONMENTAL CONSIDERATIONS

General

1.	Will the project require future construction to fully utilize the design capabilities included in the proposed project?	No
2.	Will the project generate public controversy?	TBD
3.	Is Public Outreach during the K Phase recommended?	Yes - Public Meeting

Noise

4.	Is the project a Type 1 project as defined in 23 CFR 772.5(h) (construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through- traffic lanes)?	No
5.	Does the project have the potential for adverse construction-related noise impacts (such as related to pile driving)?	TBD

Explain "Yes" and "TBD" responses: The nearest sensitive receptors to the Burton Creek site include a residence approximately 240 feet to the northeast and Tamarack Lodge approximately 90 feet to the east. Project construction activities would include heavy equipment and construction vehicles. TRPA Code Section 68.9 exempts construction equipment noise between the hours of 8:00 a.m. and 6:30 p.m., daily. TRPA uses Community Noise Equivalent Levels (CNEL) to measure community noise levels that shall not be exceeded by any one activity or combination of activities. The CNELs set forth in the planning documents are based on the land use classification, the presence of transportation corridors, and the applicable threshold standard. The Placer County Tahoe Basin Area Plan (Area Plan) established maximum allowable CNEL of 50 A-weighted decibels (dBA) for the Burton Creek Subdistrict. The Area Plan established maximum allowable CNEL of 55 dBA for the Rocky Ridge Subdistrict, the area where the adjacent resident and Tamarack Lodge are located. The Tahoe Regional Plan established maximum allowable CNEL for transportation corridors with 55 dBA for SR 28. Transportation corridor noise standards override the land use CNEL standards and is limited to an area within 300 feet from the edge of the road. The southern portion of the Burton Creek site is within 300 feet of SR 28 and, thus, this portion of the site would be subject to the 55 dBA CNEL for the highway. Noise modeling and analysis as part of the environmental documentation would need to be required to determine whether or not the project would exceed this threshold.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED only	Environmental Engineering	Approval

Air Quality

6.	Is the project in a NAAQS non-attainment or maintenance area?	Yes
7.	Is the project exempt from project-level conformity? [If "Yes," skip to Question 10.] ☐ 40 CFR 93.126 Table 2 category: Click here to enter text. ☐ 40 CFR 93.128 Traffic signal synchronization	TBD
8.	Is the project exempt from regional conformity? If "Yes," state which conformity exemption in 40 CFR 93.127 Table 3 applies: Click here to enter text.	TBD
9.	If the project is not exempt from regional conformity, is the project:	
	• in a metropolitan non-attainment/maintenance area?	TBD
	• In an isolated rural non-attainment area?	TBD
	• In a CO, PM10, and/or PM 2.5 non-attainment/maintenance area?	TBD
10.	Will the project require traffic studies?	No

Explain "Yes" and "TBD" responses: The Burton Creek site is located within the Lake Tahoe Air Basin, which is designated as nonattainment with respect to the National Ambient Air Quality Standard for ozone and with respect to the California Ambient Air Quality Standard for respirable particulate matter with an aerodynamic diameter of 10 micrometers or less (PM10) (CARB 2020). Construction of the project would require demolition and removal of the structures and clearing of the existing maintenance facility site as well as clearing of the relocation site and construction of the new facility. Short-term use of demolition and construction equipment would emit air pollutants, and air quality emissions modeling would be required to determine if project construction would exceed any applicable air quality thresholds of significance. The relocated Caltrans maintenance facility would operate similar to conditions at the existing facility; however, the facility would be larger, would involve increased operations associated with additional equipment that could be stored and maintained at the facility, and could include operation of a dormitory for Caltrans employees. The increase in anticipated operational emissions compared to existing conditions would need to be modeled to determine whether project operation could exceed any applicable air quality thresholds of significance. Per the Lake Tahoe VMT Impact Analysis Guidance document, for the purposes of TRPA, if the project as a whole would not generate 100 or more daily vehicle trips it would not require a transportation analysis study.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Air Quality: Discuss in ED only	Environmental Engineering ☐ FHWA ☐ Regional Agency	Approval ☐ Conformity Finding (23 USC 327) ☐ Conformity Finding (23 USC 326) ☐ $PM^{10}/PM^{2.5}$ Interagency Consultation
Traffic: Discuss in ED only	Traffic	Approval

Hazardous Materials/Hazardous Waste	
11. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing materials, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	TBD

Explain "Yes" and "TBD" responses: The project would involve relocation of the existing Caltrans yard. The project would also include removal and restoration of the existing yard to a natural, undeveloped state compatible with its location near the Truckee River. Caltrans would be responsible for the demolition of the existing facility and the revegetation of the disturbed areas. The second phase would include revegetation restoration of the forest and riparian areas, as well as the provision of amenities that promote outdoor recreation. As described in the SR 89/Fanny Bridge Community Revitalization Project EIR/EIS/EA, while historical contamination of the Caltrans yard has occurred, the contamination has been remediated and there is no evidence of current contamination. Because this project would involve removal of existing buildings at the Caltrans yard, preparation of an Initial Site Assessment (ISA) would be required. Relocation of the maintenance yard to the Burton Creek site would also require an ISA, including an evaluation and records search for hazardous materials sites. All aspects of project construction and operation associated with removal, storage, transportation, and disposal would be required to be conducted in strict accordance with applicable federal, state, and local regulatory requirements. Neither the Caltrans yard nor the Burton Creek site are listed as a Cortese site.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Initial Site Assessment (Phase 1)	Environmental Engineering ☐ Cal EPA DTSC ☐ Caltrans	Approval ☐ Notification ☐ Review database

Water Quality/Resources	
12. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	Yes
13. Is the project within a designated sole-source aquifer?	No
14. Does the project trigger the need for storm water compliance (>1 ac. additional impervious surface)?	Yes
15. If yes to #14, can Caltrans achieve compliance on site, or will off site alternative compliance credits be required?	On-site
16. Is the project located in a Hydrologic Unit (HU) with a credit deficit (alternative compliance)?	TBD

Explain "Yes" and "TBD" responses: The Burton Creek site straddles the boundary between two watersheds. The eastern portion is located in the Burton Creek Watershed (26.6 acres of project area and 10.5 acres of development area), and the western portion is located in the Barton Creek Watershed (7.7 acres of the project area and development area). Burton Creek (a perennial stream) flows through the site and roughly parallels the western edge of the developable area, ranging from 80 to 180 feet from the site. Barton Creek, a seasonal steam is 580 feet from the western edge of the site and developable area at its closest point. Temporary water quality protection Best Management Practices (BMPs) will be required during construction activities at the site, and permanent stormwater infiltration and/or treatment systems must be incorporated into project design as required by TRPA Code Section 60.4.6. Soil data indicate that Infiltration opportunities may be limited on the western side of the developable area due to a seasonal high water table associated with the Watah peat. Because the project would create more than one acre of disturbance, Lahontan RWQCB would require the preparation of a Storm Water Pollution Prevention Plan (SWPPP) that includes a site-specific Construction Site Monitoring and Reporting Plan pursuant to the National Pollution Discharge Elimination System (NPDES) 2017 Tahoe Construction Stormwater permit. Project SWPPPs are required to describe the site, construction activities, proposed erosion and sediment controls, means of waste disposal, maintenance requirements for temporary BMPs, and management controls related to stormwater. As discussed above, temporary BMPs to protect water quality would be required during all site development activities. Water quality controls outlined in a SWPPP would be required to be consistent with TRPA requirements. Controls would be required to ensure that runoff quality meets or surpasses TRPA water quality objectives and the federal and state antidegradation policies, remains within the TRPA and Lahontan RWQCB discharge limits to surface water and groundwater sources, and maintains beneficial uses of Lake Tahoe. Stormwater quality sampling and reporting requirements outlined as a Construction Site Monitoring and Reporting Plan are also part of the SWPPP. Temporary stormwater BMPs will be installed on-site. Permanent stormwater infiltration BMPs would likely be installed onsite. TRPA Code Section 60.4.6 requires infiltration BMPs for all projects except where prohibited by natural conditions (such as shallow bedrock or high water table). Where possible, projects must infiltrate the run-off volume generated by the 20-year 1 hour storm. If the required volume of stormwater cannot be infiltrated on-site, stormwater must be treated to meet TRPA effluent limits or discharged to a shared stormwater treatment facility.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Water Quality Assessment Checklist	☐ Environmental Generalist ☐ Environmental Engineering	Approval

Coastal Zone	
17. Is the project within the State Coastal Zone, San Francisco Bay or Suisun Marsh?	No

Explain "Yes" and "TBD" responses: Click here to enter text.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Choose an item.	☐ Resource Agency Liaison	☐ Consult with CA Coastal Commission

Floodplain	
18. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	Yes

Explain "Yes" and "TBD" responses: The existing Caltrans Yard is located within a floodplain. Implementation of the project would include removal of existing structures within the floodplain and restoration of the yard to a natural state suitable to its location near the Truckee River. The new yard at the Burton Creek site would not be located within a floodplain. A Floodplain Hydraulic Report may be required for restoration of the existing site.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Floodplain Evaluation Report	Hydraulics ☐ FHWA	Approval/Concurrence ☐ Approves significant encroachments/ concurs with Only Practicable Alternative Finding

Wild and Scenic Rivers	
19. Is the project within or immediately adjacent to a Wild and Scenic River System?	No

Explain "Yes" and "TBD" responses: Click here to enter text.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Choose an item.	Environmental Generalist ☐ River Managing Agency	Approval ☐ Consultation

Biological Resources	
20. Is there a potential for state or federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	TBD
21. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	TBD
22. Does the project have the potential to interfere with the movement of fish or wildlife, or with established migratory corridors?	TBD
23. Is there a potential for aquatic resources (wetlands and/or waters) to occur within or adjacent to the construction area?	TBD
24. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	No
25. Is there a potential for the introduction or spread of invasive plant species?	TBD

Explain "Yes" and "TBD" responses: The developable area for the Burton Creek site is approximately 15± acres. Of this acreage, approximately 7 acres is currently identified for a Cal Fire station. The maintenance facility portion would be 7 to 8 acres, with the potential to share facilities between the two uses. Based on remotely-sensed vegetation mapping that has not been field-verified, the Burton Creek site contains common upland habitats (e.g., Jeffrey pine, white fir, montane chaparral), and wetland/riparian habitat associated with Burton Creek. The wetland/riparian habitat is considered sensitive; most of this area is also designated by TRPA as SEZ. The developable area within the project site does not include sensitive wetland/riparian habitat; only common upland habitats are present there. Project construction would require the removal of trees and result in the disturbance or loss of common upland habitats. Tree removal is subject to review and approval by TRPA. Provisions for tree removal are provided in the following chapters and sections of the TRPA Code: Chapter 61, Vegetation and Forest Health, Section 61.1, Tree Removal, Section 61.3.6, Sensitive and Uncommon Plant Protection and Fire Hazard Reduction, and Section 61.4, Revegetation; Chapter 36, Design Standards; and Chapter 33, Grading and Construction, Section 33.6, Vegetation Protection During Construction. Caltrans would be required obtain a tree removal permit from TRPA for cutting of live trees 14 inches diameter at breast height (dbh) or greater. Additionally, TRPA generally prohibits the removal of trees larger than 30 inches dbh in westside forest types (which includes the Burton Creek project site) forests for any type of project in lands classified as conservation or recreation. Also, a harvest or tree removal plan is required by TRPA where implementation of a project would cause "substantial" tree removal. Substantial tree removal is defined in Chapter 61 of the TRPA Code as activities on project areas of three 3 acres or more and proposing: (1) removal of more than 100 live trees 14 inches dbh or larger, or (2) tree removal that, as determined by TRPA after a joint inspection with appropriate state or federal forestry staff, does not meet the minimum acceptable stocking standards set forth in Chapter 61. The required elements of the harvest or tree removal plan, and TRPA's review process for such plans, are described in Chapter 61, Section 61.1.5 of the Code. A review of existing database sources did not identify any records of special-status animal or plant species in the project site [Figure 1]. However, depending on the vegetation composition and structure and habitat quality, special-status plant species with potential to occur in the developable area include Davy's sedge (*Carex davyi*), and short-leaved hulsea (*Hulsea brevifolia*). Special-status animal species with potential to occur in the developable area include: olive-sided flycatcher (*Contopus cooperi*), mule deer (*Odocoileus hemionus*), pallid bat (*Androzous pallidus*), and western red bat (*Lasiurus blossevillii*). No plant or animal species listed under the federal Endangered Species Act or California Endangered Species Act are expected to occur in the project site. The project would also include removal and restoration of the existing yard to a natural, undeveloped state compatible with its location near the Truckee River. Caltrans would be responsible for the demolition of the existing facility and the revegetation of the disturbed areas. The second phase would include revegetation restoration of the forest and riparian areas, as well as the provision of amenities that promote outdoor recreation. This would be a beneficial change to the existing site.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Biology: NES-Minimal Impact	Project Biologist	Approval
☐ Biological Assessment	Project Biologist ☐ Resource Agency Liaison ☐ USFWS ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Formal ☐ Informal ☐ Formal ☐ Informal
☐ Essential Fish Habitat Assessment	Project Biologist ☐ Resource Agency Liaison ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Magnuson-Stevens Act Consultation
☐ Bio-Acoustic Evaluation	Project Biologist ☐ Resource Agency Liaison ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Approval
Wetlands: Delineation and Assessment	Project Biologist ☐ Resource Agency Liaison ☐ USACE ☐ NRCS	Approval ☐ Approve for Submission ☐ Wetland Verification ☐ Agricultural Wetland Verification
Invasives: ☒ Discuss in NES and ED	Project Biologist	☐ Seasonal surveys

Paleontology

26. Does the project have the potential to affect paleontological resources [i.e., include construction excavation, occur in areas with known sensitivity for paleontological resources or resources on the National Registry of Natural Landmarks National Natural Landmarks by state - CA)]?	No
27. Does the project involve lands or require permits from state or federal land management or regulatory agencies (e.g., BLM, USFS, NPS, ACOE, CA DPR)?	Yes

Explain "Yes" and "TBD" responses: The project would be located in the Burton Creek State Park.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED	Environmental Generalist ☐ Registered Paleontologist	Approval ☐ Approval

Sections 4(f) and 6(f)

28. Section 4(f): Are there any historic sites or public owned public parks, recreation areas, wildlife or waterfowl refuges within or immediately adjacent to the construction area?	Yes
29. Section 6(f): Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act funds?	No

Explain "Yes" and "TBD" responses: The Burton Creek site is located within Burton Creek State Park along one of the main access points for recreation users. The site is also located adjacent to the Burton Creek Natural Preserve boundary, which was adjusted as part of adoption of the Burton Creek State Park General Plan (CSP 2005). The TRPA thresholds include recreation thresholds that establish standards for preserving and enhancing high-quality recreation experiences, maintaining access to high-quality undeveloped areas for low density recreation use, and ensuring a fair share of the total Tahoe Basin capacity for outdoor recreation is available to the general public. The environmental document would be required to analyze the effects of the project on the quality of recreation user experience and the potential to reduce recreation opportunities (e.g., hiking and mountain biking) in the portion of Burton Creek State Park that would be converted to a maintenance yard. Construction and operation of the Caltrans Maintenance Yard could interfere with recreation access within Burton Creek State Park. Caltrans would need to develop a plan to provide pedestrian and bicycle access in the project area throughout construction activities. Caltrans would also need to develop a plan to maintain safe access for recreation users, including users walking or bicycling along the access road from SR 28, during operation of the maintenance facility. Section 4(f) of the Department of Transportation Act of 1966 states that a transportation program or project requiring the use of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance can be approved only if there is no prudent and feasible alternative to using that land and if the program or project includes all possible planning to minimize harm resulting from the use to the park, recreation area, wildlife and waterfowl refuge, or historic site. The Burton Creek site is located within the Burton Creek State Park and would meet the definition of a recreation area for the purposes of Section 4(f). Thus, the project is subject to evaluation under Section 4(f).

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Section 4(f): De minimis	Environmental Generalist Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA ☐ Other: _____	Approval ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence
Section 6(f): Choose an item.	Environmental Generalist ☐ NPS	Approval ☐ Notification ☐ Concurrence

Visual Resources		
30. Does the project have the potential to affect any visual or scenic resources?		Yes
Explain "Yes" responses: The Burton Creek site is located within a state park adjacent to State Route (SR) 28, which is within a scenic travel route (Roadway Unit 15) designated by the Tahoe Regional Planning Agency (TRPA). The site may be visible from a portion of Roadway Unit 15 and from a shoreline travel route (Shoreline Travel Unit 16). TRPA has established goals for maintaining scenic beauty in addition to other indicators of ecosystem health in the Tahoe Basin, which are adopted as threshold standards. Roadway Unit 15 is currently in attainment of the travel route rating and scenic quality rating thresholds (TRPA 2016). Shoreline Travel Unit 16 is currently in non-attainment for the shoreline travel route rating and scenic quality rating thresholds. To obtain TRPA approval for the project, the project must not result in degradation of the TRPA scenic threshold standards. Measures that could be implemented with the project to avoid degradation could include installation of vegetative screening.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Technical Memorandum	Environmental Generalist ☐ Landscape	Approval ☒ Approval

Right of Way and Relocation Impacts		
31. Will the project require any right of way, including partial or full acquisitions, construction easements, or utility relocations?		Yes
Number of parcels affected: Acquisitions: TBD	TCEs: TBD	
32. Will the project require residential or business relocations?		No
Explain "Yes" responses: Click here to enter text.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED only	Environmental Generalist ☐ Right of Way	Approval ☐ Approval

Land Use, Community, and Farmland Impacts	
33. Is the project inconsistent with plans and goals adopted by the community?	TBD
34. Does the project have the potential to divide or disrupt neighborhoods/communities?	No
35. Does the project have the potential to disproportionately affect low-income and minority populations?	No
36. Will the project require the relocation of public utilities?	TBD
37. Will the project affect access to properties or roadways?	TBD
38. Will the project involve changes in access control to the State Highway System (SHS)?	No
39. Will the project involve the use of a temporary road, detour, or ramp closure?	No
40. Will the project reduce available parking?	No
41. Will project construction encroach on state or federal lands?	Yes
42. Will the project require conversion of any farmland to a different use or impact any farmlands?	No

Explain "Yes" responses: The project is not anticipated to result in displacement or disruption of existing uses. The access road to the Burton Creek site off SR 28 is also used as part of the driveway to access Tamarack Lodge and a separate private residence. Construction at the Burton Creek site may affect access to existing uses, including a business and a residence. Preparation of a Community Impact Assessment technical memo may be needed to further analyze potential impacts on access to these properties. The project is expected to be consistent with existing plans and goals of the local community, including local zoning and the goals of the applicable Area Plan. The Burton Creek site is located within the Burton Creek Subdistrict of the Placer County Tahoe Basin Area Plan (Area Plan). This subdistrict is zoned Conservation. Local public health and safety facilities, which include satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict. Because the project would be a state facility on state land, a minor use permit would not be required from Placer County. The Lake Tahoe Environmental Improvement Program (EIP) is a partnership of federal, state, and local agencies, private interests, and the Washoe Tribe, created to protect and improve the extraordinary natural and recreational resources of the Lake Tahoe Basin. EIP partners implement projects to achieve the environmental goals of the region related to resource areas including water quality, forest health, transportation, and sustainable recreation. Removal and relocation of the Caltrans Maintenance Yard to a less sensitive area away from the Truckee River is identified as a project in the EIP and is consistent with the Area Plan and Lake Tahoe Regional Plan (Regional Plan) policies. Environmentally beneficial redevelopment and rehabilitation of identified Town Centers, such as that which would occur with removal of the Caltrans Yard, is consistent with Policies LU-1.2 and LU-2.7 in the Regional Plan and Policies S-P-2, SEZ-P-2, VEG-P-3 in the Area Plan. Additionally, the existing Caltrans Maintenance Yard is identified in the Area Plan as within a special planning area that directs the removal of coverage along the Truckee River frontage, restoration of SEZ, and opening up the area to public access along the river. The Burton Creek site is currently undeveloped and, thus, no existing utility services or connections are present. It is anticipated that the project would require the installation of new facilities and require connections to nearby infrastructure, which may involve installation of new utility lines that extend from the site to SR 28 if sufficient utility infrastructure is not available on the road accessing the site that also serves the Burton Creek Ranch. As part of developing the project design, Caltrans would be required to coordinate with utility providers to determine the nearest utility lines and the necessary infrastructure that would be required to support the maintenance facility. Caltrans would be required to demonstrate to TRPA the project would be served by water, electrical, and wastewater treatment services to obtain a TRPA project permit.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Technical Memorandum	Environmental Generalist	Approval
☐ Form AD 1006 (USDA) or NRCS CPA-106	☐ CA Dept. of Conservation	☐ Approves conversion
☐ Conversion to non-agricultural use	☐ USACE	☐ Approves conversion

Cultural Resources	
43. Are there National Register listed or potentially eligible historic properties (buildings, sites, objects, landscapes, etc.) within or immediately adjacent to the construction area?	TBD
44. Is the project adjacent to, or would it encroach on, Tribal Land?	TBD

Explain "Yes" and "TBD" responses: The Burton Creek site falls within the historic Washoe territory, with primary use by the Northern Washoe (California Tahoe Conservancy 2018). Several Washoe camps have been identified along the edge of Lake Tahoe, including one near the Lake Tahoe Dam named daubayodu'E ("running over") and another at the outlet of the Truckee River named debeyumewe ("coming out"). The camp near the Tahoe outlet was destroyed by the construction of SR 89. The Burton Creek State Park General Plan describes that few cultural resources found on the property consist of isolated prehistoric artifacts, evidence of a lumber camp, a concrete dam, ditch and flume system, and old cabin sites with little remaining (California State Parks [CSP] 2005). Dirt roads left over from old logging activities crisscross the park. There are four properties listed on the National Register of Historic Places and the California Register of Historic Places in the vicinity of the Burton Creek site, all of which are located in Tahoe City (Dyett and Bhatia 2013). These include Lake Tahoe Dam, Outlet Gates and Gatekeepers Cabin, Watson Log Cabin, and the Chapel of the Transfiguration. None of these properties are in the immediate vicinity of the Burton Creek site. Because of the sensitivity of the area for the potential presence of cultural resources and proximity to Lake Tahoe and Burton Creek located west of the site, preparation of an Archaeological Survey Report (ASR), and possibly Extended Phase I studies, would be required.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
HPSR, ASR, and APE Map	Project Cultural staff	Approval
☐ Archaeological Evaluation Report	Project Cultural staff	Approval
☐ Historical Resources Evaluation Report	Project Cultural staff	Approval
☐ Finding of Effects Report	Project Cultural staff ☐ Cultural Studies Office ☐ SHPO	Approval ☐ Concurrence/approve for consultation ☐ Concurrence
☐ Memorandum of Agreement/Programmatic Agreement	Project Cultural staff ☐ Cultural Studies Office ☐ SHPO ☐ Advisory Council on Historic Preservation	Approval ☐ Approval/approve for consultation ☐ Approval

ANTICIPATED PERMITS

☒ Section 401 Water Quality Certification	☐ Section 408 Levee Alteration (no fee)
☐ Section 404 Choose an item.	☐ Section 9 Structures in Navigable Waters (no fee)
☐ NEPA/404 Integration MOU	☐ Section 10 Work in Navigable Waters (no fee)
☐ Section 1602 Streambed Alteration	☐ Coastal Development Permit
☐ Incidental Take Permit (CDFW)	☐ State Lands Agreement (no fee)
☒ NPDES	☐ Bridge Permit (no fee)

Anticipated time to acquire permits: Six (6) months

ASSUMPTIONS

- The project construction limits do not contain sensitive wetland/riparian habitat; only common upland habitats are present.
- If needed, project design will be modified to avoid tree removal that may affect active special-status species nests. Preconstruction surveys will determine presence or absence of nests.
- Cultural surveys in the PA&ED phase will not result in the identification of historic or archaeological resources within the project APE.

ENVIRONMENTAL RISKS

Title	Description	Qualitative Assessment	Assumptions/ Status	Response Options
Impacts to sensitive habitats and species	As a result of project construction, removal and disturbance of sensitive habitats or special-status bird species may occur, which would lead to loss of nests or disruptions to nesting attempts by special-status species.	Low	Mitigate	Implement vegetation protection measures and revegetate disturbed areas. Conduct pre-construction surveys for nesting special-status birds and implement a limited operating period, if necessary.

Introduction and spread of invasive plants	As a result of project demolition and construction, the introduction and spread of terrestrial invasive plants may occur, which could lead to alteration of ecosystem processes and deleterious effects on native biological communities. Click here to enter text.	Moderate	Mitigate	Implement invasive plant management practices during project demolition and construction.
Cultural Resources	As a result of ground disturbing activities, the identification of cultural resources in the project APE may occur, which would lead to additional studies, consultation, additional costs, and schedule delays.	Very Low	Mitigate	Prepare site-specific historic and archaeological studies to determine sensitivity and implement recovery or recordation measures, if necessary.

DISCLAIMER

This report is not an environmental document or determination. The above information and recommendations are based on the project description provided in this report. The discussion and conclusions provided by this Mini-PEAR are approximate and based on a *cursory review* of existing records, databases, and mapping tools to estimate the potential for probable project effects on the environment. The purpose of this report is to provide a preliminary level of environmental analysis to support the Project Initiation Document. Changes in project scope, alternatives, existing environmental conditions, and/or environmental laws or regulations will require a reevaluation of this report.

Signatures:

ENVIRONMENTAL OFFICE CHIEF	**DATE**	**PROJECT MANAGER**	**DATE**

NORTH REGION ENVIRONMENTAL

PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

DATE: 3/25/2020

TO: John Holder
Project Manager

(530) 741-5448
Phone Number

FROM: Gail St. John
Environmental Planner

741-7116
Phone Number

CO-RTE (PM): PLA-89 (PM 8.9)
EFIS Number: Click here to enter text.
EA: Click here to enter text.
Project Nickname: Caltrans Tahoe City Maintenance Facility – Ward Creek Site (Alternative 2)

FUNDING SOURCE(S): (check all that apply)
To be confirmed. Potential sources checked.

- ☒ State
- ☒ Federal
- ☒ Local
- ☐ Measure Funded
- ☐ Safety Project (010 Programming Code)
- ☐ Other: Click here to enter text.

Anticipated Environmental Approval

NEPA: **Categorical Exclusion (23 USC 327)**
CEQA: **Environmental Impact Report (NOD)**

HQ DEA Environmental Concurrence with NEPA Class of Action date: Click here to enter a date.

☐ N/A

Schedule

Task	From PRSM	Time Needed
M020 Begin Env	TBD	
M120 DED	TBD	TBD
M200 PA & ED	TBD	TBD
M380 PS&E	TBD	TBD
M460 RTL	TBD	TBD

PRELIMINARY DESIGN INFORMATION

Does the project involve any of the following?

- ☐ New alignment
- ☐ Road realignment
- ☐ Road widening
- ☐ Bridge work
- ☐ Road cut/fill
- ☐ Detours
- ☐ Grinding
- ☐ Construct access roads
- ☐ Disposal/borrow site(s)
- ☒ Equipment staging area
- ☒ Drainage/culverts
- ☒ 100 yr. floodplain (existing site)
- ☐ Establish CRZ
- ☐ Railroad
- ☐ Ramp closure
- ☒ R/W acquisition
- ☐ Temporary easements
- ☐ Utility relocation
- ☒ Ground disturbance: TBD Est. max. depth:
- ☒ Vegetation removal
- ☒ Tree removal
- ☐ Retaining/Sound walls
- ☐ Pile driving
- ☒ Seasonal constr. window
- ☐ Night work
- ☐ Blasting
- ☐ Stream channel work
- ☐ Other: Click here to enter text.

SUMMARY STATEMENT

District 3 Environmental has prepared this Mini-PEAR to identify environmental issues, constraints, costs, and resource needs associated with the project. Staff did not conduct field reviews or complete technical studies; therefore, these efforts will be required in the Project Approval and Environmental Document (PA & ED) Phase.

Based on a preliminary review of the project scope and mapping, the following studies will be required: Initial Site Assessment (ISA) (hazardous waste), Section 4(f), Community Impact Assessment technical memorandum, Natural Environment Study – Minimal Impact, Visual Impact Assessment technical memo, and Area of Potential Effects, Archaeological Survey Report, & Historic Property Survey Report (cultural resources). Based on the current scope, the following permits will be required: 401 certification and National Pollutant Discharge Elimination System (NPDES) permit.

Environmental Assumptions and Risks are presented at the end of this document.

ENVIRONMENTAL ASSET MANAGEMENT CONSIDERATIONS

☒ None ☐ Advanced Mitigation ☐ Fish Passage ☒ Storm Water Mitigation

ENVIRONMENTAL EFFICIENCIES

☒ None ☐ Field review not required ☐ Use Water Quality Assessment checklist

PURPOSE AND NEED STATEMENT (Purpose: project goal; Need: identified transportation deficiency)

The purpose of the project is to review the feasibility of relocating the Caltrans Tahoe City Maintenance Yard as a result of the SR 89 Fanny Bridge Community Revitalization Project and operations deficiencies to find opportunities for a more suitable location that is sized to meet Caltrans' operational needs.

According to Caltrans Maintenance Facility standards, the existing Facility is out dated, (built in 1957) and undersized; approximately half the size of what is needed. This creates inefficiencies for staff and equipment storage resulting in additional costs. Below is a list of current needs at the existing facility that a new location and facility would help provide:

- Offices, meeting space, breakrooms, and restrooms are subpar and undersized. These facilities do not meet today's standards and codes and are not adequate for the number of staff.
- Existing truck barns lack the number of bays to accommodate the fleets, and are not adequately sized for modern equipment. Equipment that should be stored inside a truck barn has to be stored outside, which greatly reduces the service life of the equipment and adds maintenance costs.
- Due to the limited space within the site there is not enough outdoor storage space for all of the equipment and materials, including snow storage space. Snow is stored off-site through a lease agreement at the Placer County Maintenance facility located approximately nine (9) miles north of the current Caltrans yard, adding increasing costs.
- Fueling facilities and hazardous material storage areas are undersized and outdated.
- Dormitory facilities for staff are needed. With limited space at the existing facility, it would be challenging to add housing without losing needed outdoor storage space.
- A portion of the Caltrans yard is in a floodplain, resulting in ongoing costs for mitigating any potential stormwater and unintended waste discharges into the adjacent Truckee River, an environmentally sensitive water body.

PROJECT DESCRIPTION

The Tahoe Transportation District (TTD), in coordination with the California Department of Transportation (Caltrans), is assessing the feasibility of relocating the Caltrans Tahoe City Maintenance Yard (Caltrans yard) to a new location. After considering eight (8) potential sites, the project team has determined that relocation of the Caltrans yard to the Ward Creek site in Placer County is one of two viable options. A map of the proposed site is included in Attachment 1 as Figure 2.

The site is located within Ward Creek Park in Placer County and includes one parcel (APN 084-010-040), totaling 173.0± acres. The site has identified approximately 8-10± acres of land that can be developed with two points of direct access to SR 89, just north of the intersection of Timberland Lane. The site is currently used as a recreation area for hiking and non-motorized activities. The site has Ward Creek running along the northern boundary.

The project would also include removal of the facilities at the existing Caltrans yard and restoration of the site. The site would be restored to a more natural state to provide the area with a recreation amenity. This is proposed to be done in two phases. Caltrans would be responsible for the demolition of the old facility and the revegetation of the disturbed areas. Recreation amenities and facilities would be provided by others in another phase if funds are not directly available upon demolition of the existing facility. This second phase would include revegetation and restoration of the forest and riparian areas as well as the provision of amenities that promote outdoor recreation, including access to the Truckee River, parking, trails/trailhead, and launching facilities for nonmotorized water vessels into the Truckee River. Other recreation features, such as a visitor center, may be incorporated into the site.

Project Background

In 1994 the Tahoe City Community Plan first identified creating a new SR 89 alignment including the construction of a new Truckee River Bridge while converting the old SR 89 and existing Fanny Bridge into a local roadway. The project was developed in response to growing traffic congestion issues in Tahoe City and the need for another access point over the Truckee River for the west shore. In May of 2015 the environmental document was certified. The alternative selected did have some impacts on the existing Caltrans Maintenance Yard including relocating the entrance. The realignment of SR 89 and construction of a new bridge and traffic circle, which are parts of the SR 89 Fanny Bridge Community Revitalization Project, were completed in the fall of 2019.

As a result of approving the SR 89/Fanny Bridge project, the Tahoe Regional Planning Agency (TRPA) added mitigation to the environmental approvals that required the project proponent, the Tahoe Transportation District (TTD), to study the feasibility of relocating the Caltrans yard. The intent of the mitigation was to look at opportunities to relocate the Caltrans Facility to a site that could accommodate the needs, and to restore the current facility adjacent to the Truckee River. The southern half of the yard is identified as a flood zone and is in the Stream Environment Zone (SEZ). These designations are not an ideal location for development and would benefit the environment as a restored area.

ENVIRONMENTAL CONSIDERATIONS	
General	
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	No
2. Will the project generate public controversy?	TBD
3. Is Public Outreach during the K Phase recommended?	Yes - Public Meeting
Noise	
4. Is the project a Type 1 project as defined in 23 CFR 772.5(h) (construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through- traffic lanes)?	No
5. Does the project have the potential for adverse construction-related noise impacts (such as related to pile driving)?	TBD

Explain "Yes" and "TBD" responses: The Ward Creek site is currently used as a recreation area for hiking and non-motorized activities // The nearest sensitive receptors to the Ward Creek site include residences approximately 120 feet to the southeast and 200 feet to the northeast and the Rideout Community Center over 900 feet to the west. Project construction activities would include heavy equipment and construction vehicles. TRPA Code Section 68.9 exempts construction equipment noise between the hours of 8:00 a.m. and 6:30 p.m., daily. The Area Plan established maximum allowable CNEL of 50 dBA for the Lower Ward Valley Subdistrict. The Area Plan established maximum allowable CNEL of 50 dBA for the Tahoe Park/Pineland Subdistrict to the northeast of the Ward Creek site. The Sunnyside Skyland Subdistrict to the southeast of the site has an established maximum CNEL of 55 dBA. The Timberland Subdistrict, which contains the Rideout Community Center, has an established maximum CNEL of 55 dBA. The Regional Plan established maximum allowable CNEL for transportation corridors with 55 dBA for SR 89 transportation corridor noise standards that override the land use CNEL standards and is limited to an area within 300 feet from the edge of the road. The eastern portion of the Ward Creek site is within 300 feet of SR 28 and, thus, this portion of the site would be subject to the 55 dBA CNEL for the highway. Portions of the adjacent Tahoe Park/Pineland and Sunnyside/Skyland subdistricts are also within the transportation corridor noise standard. Noise modeling and analysis as part of the environmental documentation would need to be required to determine whether or not the project would exceed this threshold.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED only	Environmental Engineering	Approval

Air Quality	
6. Is the project in a NAAQS non-attainment or maintenance area?	Yes
7. Is the project exempt from project-level conformity? [If "Yes," skip to Question 10.] ☐ 40 CFR 93.126 Table 2 category: Click here to enter text. ☐ 40 CFR 93.128 Traffic signal synchronization	TBD
8. Is the project exempt from regional conformity? If "Yes," state which conformity exemption in 40 CFR 93.127 Table 3 applies: Click here to enter text.	TBD
9. If the project is not exempt from regional conformity, is the project:	
• in a metropolitan non-attainment/maintenance area?	TBD
• In an isolated rural non-attainment area?	TBD
• In a CO, PM10, and/or PM 2.5 non-attainment/maintenance area?	TBD
10. Will the project require traffic studies?	No

Explain "Yes" and "TBD" responses: The Ward Creek site is located within the Lake Tahoe Air Basin, which is designated as nonattainment with respect to the National Ambient Air Quality Standard for ozone and with respect to the California Ambient Air Quality Standard for respirable particulate matter with an aerodynamic diameter of 10 micrometers or less (PM10) (CARB 2020). Construction of the project would require demolition and removal of the structures and clearing of the existing maintenance facility site as well as clearing of the relocation site and construction of the new facility. Short-term use of demolition and construction equipment would emit air pollutants, and air quality emissions modeling would be required to determine if project construction would exceed any applicable air quality thresholds of significance. The relocated Caltrans maintenance facility would operate similar to conditions at the existing facility; however, the facility would be larger, would involve increased operations associated with additional equipment that could be stored and maintained at the facility, and could include operation of a dormitory for Caltrans employees. The increase in anticipated operational emissions compared to existing conditions would need to be modeled to determine whether project operation could exceed any applicable air quality thresholds of significance.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Air Quality: Discuss in ED only	Environmental Engineering ☐ FHWA ☐ Regional Agency	Approval ☐ Conformity Finding (23 USC 327) ☐ Conformity Finding (23 USC 326) ☐ $PM^{10}/PM^{2.5}$ Interagency Consultation
Traffic: Choose an item.	Traffic	Approval

Hazardous Materials/Hazardous Waste	
11. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing materials, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	TBD

Explain "Yes" and "TBD" responses: The project would involve relocation of the existing Caltrans yard. The project would also include removal of the existing yard and restoration of the existing yard to a natural, undeveloped state compatible with its location near the Truckee River. Caltrans would be responsible for the demolition of the existing facility and the revegetation of the disturbed areas. The second phase would include revegetation restoration of the forest and riparian areas, as well as the provision of amenities that promote outdoor recreation. As described in the SR 89/Fanny Bridge Community Revitalization Project EIR/EIS/EA, while historical contamination of the site has occurred, the contamination has been remediated and there is no evidence of current contamination. Because this project would involve removal of existing buildings at the Caltrans yard, preparation of an Initial Site Assessment (ISA) would be required. Relocation of the yard to the Ward Creek site would also require an ISA, including an evaluation and records search for hazardous materials sites. All aspects of project construction and operation associated with removal, storage, transportation, and disposal would be required to be conducted in strict accordance with applicable federal, state, and local regulatory requirements.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Initial Site Assessment (Phase 1)	Environmental Engineering ☐ Cal EPA DTSC ☐ Caltrans	Approval ☐ Notification ☐ Review database

Water Quality/Resources	
12. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	Yes
13. Is the project within a designated sole-source aquifer?	No
14. Does the project trigger the need for storm water compliance (>1 ac. additional impervious surface)?	Yes
15. If yes to #14, can Caltrans achieve compliance on site, or will off site alternative compliance credits be required?	On-site
16. Is the project located in a Hydrologic Unit (HU) with a credit deficit (alternative compliance)?	TBD

Explain "Yes" and "TBD" responses: The Ward Creek site lies in the Ward Creek watershed, immediately south of Ward Creek and approximately one third of a mile from the creek's outlet into Lake Tahoe. Ward Creek is perennial stream and a major tributary to Lake Tahoe. The developable portion of the site is 120 to 300 feet south west of Ward Creek and the western margin of the developable area abuts a meadow complex where soils data indicates a high seasonal water table may be present. Because the project would create more than one acre of disturbance, Lahontan RWQCB would require the preparation of a Storm Water Pollution Prevention Plan (SWPPP), as described above for the Burton Creek site. Temporary BMPs to protect water quality would be required during all site development activities. Water quality controls outlined in a SWPPP would be required to be consistent with TRPA requirements. Controls would be required to ensure that runoff quality meets or surpasses TRPA water quality objectives and the federal and state antidegradation policies, remains within the TRPA and Lahontan RWQCB discharge limits to surface water and groundwater sources, and maintains beneficial uses of Lake Tahoe. Stormwater quality sampling and reporting requirements outlined as a Construction Site Monitoring and Reporting Plan are also part of the SWPPP. Temporary stormwater BMPs will be installed on-site. Permanent stormwater infiltration BMPs would likely be installed on-site. TRPA Code Section 60.4.6 requires infiltration BMPs for all projects except where prohibited by natural conditions (such as shallow bedrock or high water table). Where possible, projects must infiltrate the run-off volume generated by the 20-year 1 hour storm. If the required volume of stormwater cannot be infiltrated on-site, stormwater must be treated to meet TRPA effluent limits or discharged to a shared stormwater treatment facility.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Water Quality Assessment Checklist	☐ Environmental Generalist ☐ Environmental Engineering	Approval

Coastal Zone	
17. Is the project within the State Coastal Zone, San Francisco Bay or Suisun Marsh?	No

Explain "Yes" and "TBD" responses: Click here to enter text.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Choose an item.	☐ Resource Agency Liaison	☐ Consult with CA Coastal Commission

Floodplain		
18. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?		Yes
Explain "Yes" and "TBD" responses: The existing Caltrans Yard is located within a floodplain. Implementation of the project would include removal of existing structures within the floodplain and restoration of the yard to a natural state suitable to its location near the Truckee River. The new yard at the Ward Creek site would not be located within a floodplain. A Floodplain Hydraulic Study may be needed for restoration of the existing site.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Floodplain Evaluation Report	Hydraulics ☐ FHWA	Approval/Concurrence ☐ Approves significant encroachments/ concurs with Only Practicable Alternative Finding

Wild and Scenic Rivers		
19. Is the project within or immediately adjacent to a Wild and Scenic River System?		No
Explain "Yes" and "TBD" responses: Click here to enter text.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED only	Environmental Generalist ☐ River Managing Agency	Approval ☐ Consultation

Biological Resources		
20. Is there a potential for state or federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?		TBD
21. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?		TBD
22. Does the project have the potential to interfere with the movement of fish or wildlife, or with established migratory corridors?		TBD
23. Is there a potential for aquatic resources (wetlands and/or waters) to occur within or adjacent to the construction area?		TBD
24. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?		No
25. Is there a potential for the introduction or spread of invasive plant species?		TBD
Explain "Yes" and "TBD" responses: The developable area for the Ward Creek site is 8 to 10 acres. Based on remotely-sensed vegetation mapping that has not been field-verified, the Ward Creek site contains common upland habitats (e.g., Jeffrey pine, Sierran mixed conifer, white fir, perennial grassland/herbaceous), and wetland/riparian habitat associated with Ward Creek. The wetland/riparian habitat is considered sensitive and provides potential habitat for some special-status plant and animal species; most of this area is also designated by TRPA as SEZ. The developable area within the project site does not include sensitive wetland/riparian habitat; only common upland habitats such as Jeffrey pine and Sierran mixed conifer are present there. Project construction would require the removal of trees and result in the disturbance or loss of common upland habitats. Tree removal is subject to review and approval by TRPA, as described above for the Burton Creek site. Caltrans would be required obtain a tree removal permit from TRPA for cutting of live trees 14 inches diameter at breast height (dbh) or greater. Additionally, TRPA generally prohibits the removal of trees larger than 30 inches dbh in westside forest types (which includes the Ward Creek site) for any type of project in lands classified as conservation or recreation. Also, a harvest or tree removal plan is required by TRPA where implementation of a project would cause "substantial" tree removal. Substantial tree removal is defined in Chapter 61 of the TRPA Code as activities on project areas of three 3 acres or more and proposing: (1) removal of more than 100 live trees 14 inches dbh or larger, or (2) tree removal that, as determined by TRPA after a joint inspection with appropriate state or federal forestry staff, does not meet the minimum acceptable stocking standards set forth in Chapter 61. The required elements of the harvest or tree removal plan, and TRPA's review process for such plans, are described in Chapter 61, Section 61.1.5 of the Code. A review of existing database sources did not identify any records of special-status animal or plant species in the Ward Creek site. However, depending on the vegetation composition and structure and habitat quality, special-status plant species with potential to occur in the developable area include Davy's sedge (*Carex davyi*) and short-leaved hulsea (*Hulsea brevifolia*). Special-status animal species with potential to occur in the developable area include: olive-sided flycatcher (*Contopus cooperi*), mule deer (*Odocoileus hemionus*), pallid bat (*Androzous pallidus*), and western red bat (*Lasiurus blossevillii*). No plant or animal species listed under the federal Endangered Species Act or California Endangered Species Act are expected to occur in the project relocation site. The project would also include removal and restoration of the existing yard to a natural, undeveloped state compatible with its location near the Truckee River. Caltrans would be responsible for the demolition of the existing facility and the revegetation of the disturbed areas. The second phase would include revegetation restoration of the forest and riparian areas, as well as the provision of amenities that promote outdoor recreation. This would be a beneficial change to the existing site.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Biology: NES-Minimal Impact	Project Biologist	Approval
☐ Biological Assessment	Project Biologist ☐ Resource Agency Liaison ☐ USFWS ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Formal ☐ Informal ☐ Formal ☐ Informal

☐ Essential Fish Habitat Assessment	Project Biologist ☐ Resource Agency Liaison ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Magnuson-Stevens Act Consultation
☐ Bio-Acoustic Evaluation	Project Biologist ☐ Resource Agency Liaison ☐ NOAA Fisheries	Approval ☐ Approve for Consultation ☐ Approval
Wetlands: Choose an item.	Project Biologist ☐ Resource Agency Liaison ☐ USACE ☐ NRCS	Approval ☐ Approve for Submission ☐ Wetland Verification ☐ Agricultural Wetland Verification
Invasives: ☒ Discuss in NES and ED	Project Biologist	☐ Seasonal surveys

Paleontology

26.	Does the project have the potential to affect paleontological resources [i.e., include construction excavation, occur in areas with known sensitivity for paleontological resources or resources on the National Registry of Natural Landmarks National Natural Landmarks by state - CA)]?	No
27.	Does the project involve lands or require permits from state or federal land management or regulatory agencies (e.g., BLM, USFS, NPS, ACOE, CA DPR)?	TBD

Explain "Yes" and "TBD" responses: Click here to enter text.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED	Environmental Generalist ☐ Registered Paleontologist	Approval ☐ Approval

Sections 4(f) and 6(f)

28.	Section 4(f): Are there any historic sites or public owned public parks, recreation areas, wildlife or waterfowl refuges within or immediately adjacent to the construction area?	Yes
29.	Section 6(f): Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act funds?	No

Explain "Yes" and "TBD" responses: The Ward Creek site is located within the Tahoe State Recreation Area (Tahoe SRA). The Ward Creek site currently contains trails used by hikers and mountain bikers. Construction and operation of the Caltrans Maintenance Yard could interfere with use of these trails. The TRPA thresholds include recreation thresholds that establish standards for preserving and enhancing high-quality recreation experiences, maintaining access to high-quality undeveloped areas for low density recreation use, and ensuring a fair share of the total Tahoe Basin capacity for outdoor recreation is available to the general public. Section 4(f) of the Department of Transportation Act of 1966 states that a transportation program or project requiring the use of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance can be approved only if there is no prudent and feasible alternative to using that land and if the program or project includes all possible planning to minimize harm resulting from the use to the park, recreation area, wildlife and waterfowl refuge, or historic site. The Ward Creek site is located within the Tahoe SRA and would meet the definition of a recreation area for the purposes of Section 4(f). Thus, the project is subject to evaluation under Section 4(f).

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Section 4(f): De minimis	Environmental Generalist Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA ☐ Other: _____	Approval ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence ☐ Notification ☐ Concurrence
Section 6(f): Choose an item.	Environmental Generalist ☐ NPS	Approval ☐ Notification ☐ Concurrence

Visual Resources

30.	Does the project have the potential to affect any visual or scenic resources?	Yes

Explain "Yes" responses: The Ward Creek site is located within state-owned lands adjacent to SR 89, which is within two scenic travel routes (Roadway Units 12 and 13) designated by TRPA. The site may be visible from portions of each of these roadway units and from a shoreline travel route (Shoreline Travel Unit 14). Roadway Unit 12 is currently in attainment and Roadway Unit 13 is currently in non-attainment of the travel route rating and scenic quality rating thresholds (TRPA 2016). Shoreline Travel Unit 14 is currently in non-attainment for the shoreline travel route rating and scenic quality rating thresholds. To obtain TRPA approval for the project, the project must not result in degradation of the TRPA scenic threshold standards. Measures that could be implemented with the project to avoid degradation could include installation of vegetative screening.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Technical Memorandum	Environmental Generalist ☐ Landscape	Approval ☐ Approval

Right of Way and Relocation Impacts		
31. Will the project require any right of way, including partial or full acquisitions, construction easements, or utility relocations?		Yes
Number of parcels affected: Acquisitions: TBD TCEs: TBD		
32. Will the project require residential or business relocations?		No
Explain "Yes" responses: Click here to enter text.		
Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Discuss in ED only	Environmental Generalist ☐ Right of Way	Approval ☐ Approval

Land Use, Community, and Farmland Impacts	
33. Is the project inconsistent with plans and goals adopted by the community?	No
34. Does the project have the potential to divide or disrupt neighborhoods/communities?	No
35. Does the project have the potential to disproportionately affect low-income and minority populations?	No
36. Will the project require the relocation of public utilities?	TBD
37. Will the project affect access to properties or roadways?	TBD
38. Will the project involve changes in access control to the State Highway System (SHS)?	No
39. Will the project involve the use of a temporary road, detour, or ramp closure?	TBD
40. Will the project reduce available parking?	No
41. Will project construction encroach on state or federal lands?	TBD
42. Will the project require conversion of any farmland to a different use or impact any farmlands?	No

Explain "Yes" responses: The project is not anticipated to result in displacement or disruption of existing uses, including access to existing uses. The project is expected to be consistent with existing plans and goals of the local community, including local zoning and the goals of the applicable Area Plan. The Ward Creek site is located within the Lower Ward Valley Subdistrict of the Area Plan. This subdistrict is zoned Conservation. Local public health and safety facilities, which include satellite highway maintenance and snow removal facilities, are listed as permissible uses within this subdistrict. Because the project would be a state facility on state land, a minor use permit would not be required from Placer County. The Lake Tahoe Environmental Improvement Program (EIP) is a partnership of federal, state, and local agencies, private interests, and the Washoe Tribe, created to protect and improve the extraordinary natural and recreational resources of the Lake Tahoe Basin. EIP partners implement projects to achieve the environmental goals of the region related to resource areas including water quality, forest health, transportation, and sustainable recreation. Removal and relocation of the Caltrans Maintenance Yard to a less sensitive area away from the Truckee River is identified as a project in the EIP and is consistent with the Area Plan and Lake Tahoe Regional Plan (Regional Plan) policies. Environmentally beneficial redevelopment and rehabilitation of identified Town Centers, such as that which would occur with removal of the Caltrans Yard, is consistent with Policies LU-1.2 and LU-2.7 in the Regional Plan and Policies S-P-2, SEZ-P-2, VEG-P-3 in the Area Plan. Additionally, the existing Caltrans Maintenance Yard is identified in the Area Plan as within a special planning area that directs the removal of coverage along the Truckee River frontage, restoration of SEZ, and opening up the area to public access along the river. The Ward Creek site is currently undeveloped and, thus, no existing utility services or connections are present. It is anticipated that the project would require the installation of new facilities and require connections to nearby infrastructure in or along SR 89. As part of developing the project design, Caltrans would be required to coordinate with utility providers to determine the nearest utility lines and the necessary infrastructure that would be required to support the maintenance facility. Caltrans would be required to demonstrate to TRPA the project would be served by water, electrical, and wastewater treatment services to obtain a TRPA project permit.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
Technical Memorandum	Environmental Generalist	Approval
☐ Form AD 1006 (USDA) or NRCS CPA-106	☐ CA Dept. of Conservation	☐ Approves conversion
☐ Conversion to non-agricultural use	☐ USACE	☐ Approves conversion

Cultural Resources	
43. Are there National Register listed or potentially eligible historic properties (buildings, sites, objects, landscapes, etc.) within or immediately adjacent to the construction area?	TBD
44. Is the project adjacent to, or would it encroach on, Tribal Land?	TBD

Explain "Yes" and "TBD" responses: The Ward Creek site falls within the historic Washoe territory, with primary use by the Northern Washoe (California Tahoe Conservancy 2018). Several Washoe camps have been identified along the edge of Lake Tahoe, including one near the Lake Tahoe Dam named daubayodu'E ("running over") and another at the outlet of the Truckee River named debeyumewe ("coming out"). The camp near the Tahoe outlet was destroyed by the construction of SR 89. The Burton Creek State Park General Plan describes that few cultural resources found on the property consist of isolated prehistoric artifacts, evidence of a lumber camp, a concrete dam, ditch and flume system, and old cabin sites with little remaining (California State Parks [CSP] 2005). Dirt roads left over from old logging activities crisscross the park. There are four properties listed on the National Register of Historic Places and the California Register of Historic Places in the vicinity of the Ward Creek site, all of which are located in Tahoe City (Dyett and Bhatia 2013). These include Lake Tahoe Dam, Outlet Gates and Gatekeepers Cabin, Watson Log Cabin, and the Chapel of the Transfiguration. None of these properties are in the immediate vicinity of the Ward Creek site. There is a linear feature located along the road near the Ward Creek site as well as potential cultural resources to the west of the site. Because of the sensitivity of the area for the potential presence of cultural resources and proximity to Lake Tahoe and Ward Creek, preparation of an Archaeological Survey Report (ASR), would be required.

Required Technical Studies and Analyses:	***Responsible Party:***	***Anticipated Action/Permit/Approval:***
HPSR, ASR, and APE Map	Project Cultural staff	Approval
☐ Archaeological Evaluation Report	Project Cultural staff	Approval
☐ Historical Resources Evaluation Report	Project Cultural staff	Approval
☐ Finding of Effects Report	Project Cultural staff ☐ Cultural Studies Office ☐ SHPO	Approval ☐ Concurrence/approve for consultation ☐ Concurrence
☐ Memorandum of Agreement/Programmatic Agreement	Project Cultural staff ☐ Cultural Studies Office ☐ SHPO ☐ Advisory Council on Historic Preservation	Approval ☐ Approval/approve for consultation ☐ Approval

ANTICIPATED PERMITS

☒ Section 401 Water Quality Certification	☐ Section 408 Levee Alteration (no fee)
☐ Section 404 Choose an item.	☐ Section 9 Structures in Navigable Waters (no fee)
☐ NEPA/404 Integration MOU	☐ Section 10 Work in Navigable Waters (no fee)
☐ Section 1602 Streambed Alteration	☐ Coastal Development Permit
☐ Incidental Take Permit (CDFW)	☐ State Lands Agreement (no fee)
☒ NPDES	☐ Bridge Permit (no fee)

Anticipated time to acquire permits: Six (6) months

ASSUMPTIONS

- The project construction limits do not contain sensitive wetland/riparian habitat; only common upland habitats are present.
- If needed, project design will be modified to avoid tree removal that may affect active special-status species nests. Preconstruction surveys will determine presence or absence of nests.
- Cultural surveys in the PA&ED phase will not result in the identification of historic or archaeological resources within the project APE.

ENVIRONMENTAL RISKS

Title	Description	Qualitative Assessment	Assumptions/ Status	Response Options
Impacts to sensitive habitats and species	As a result of project construction, removal and disturbance of sensitive habitats or special-status bird species may occur, which would lead to loss of nests or disruptions to nesting attempts by special-status species.	Low	Mitigate	Implement vegetation protection measures and revegetate disturbed areas. Conduct pre-construction surveys for nesting special-status birds and implement a limited operating period, if necessary,
Introduction and spread of invasive plants	As a result of project demolition and construction, the introduction and spread of terrestrial invasive plants may occur, which could lead to alteration of ecosystem processes and deleterious effects on native biological communities.	Moderate	Mitigate	Implement invasive plant management practices during project demolition and construction.
Cultural Resources	As a result of ground disturbing activities, the identification of cultural resources in the project APE may occur, which would lead to additional studies, consultation, additional costs, and schedule delays.	Low	Mitigate	Prepare site-specific historic and archaeological studies to determine sensitivity and implement recovery or recordation measures, if necessary.

DISCLAIMER

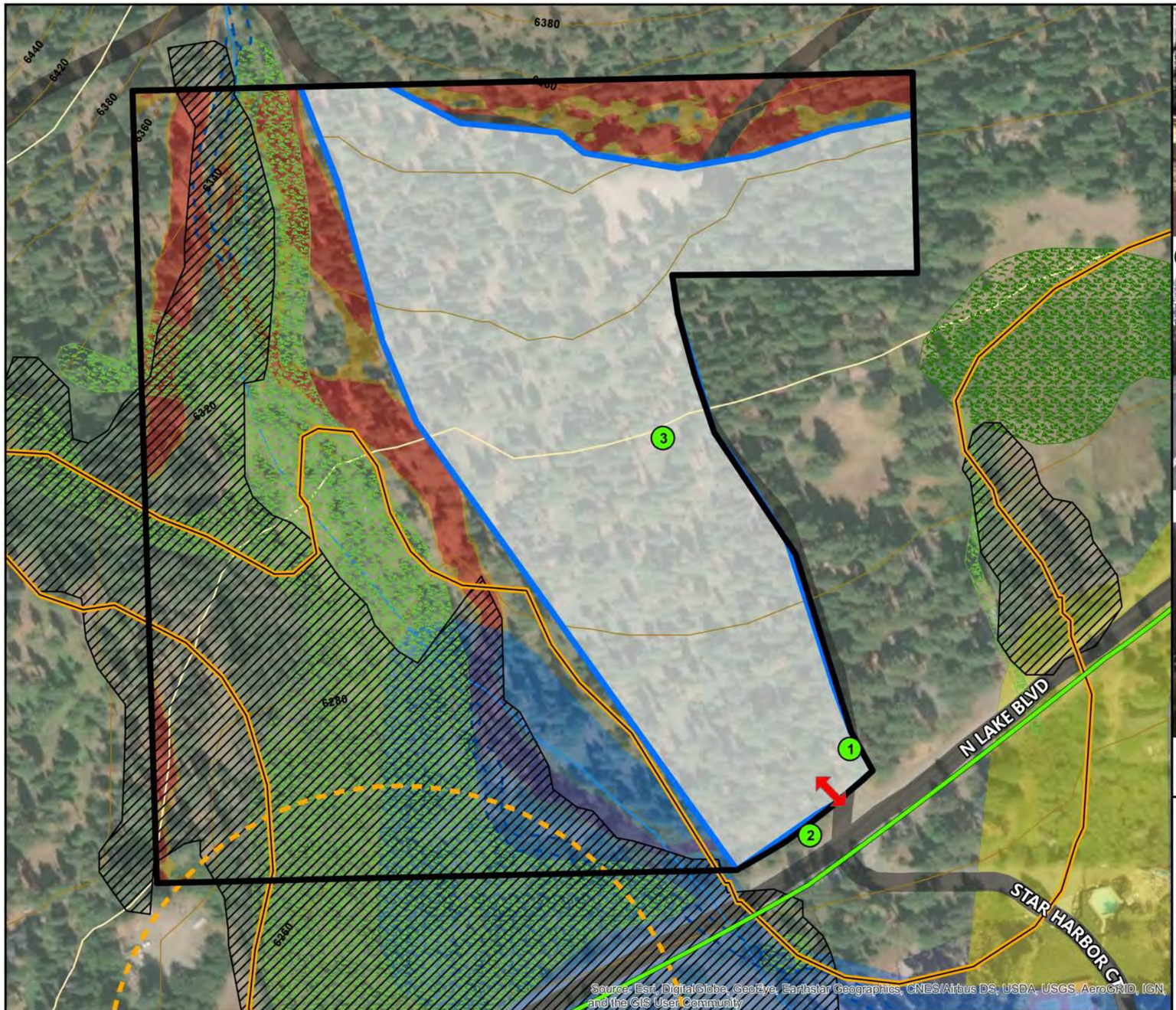
This report is not an environmental document or determination. The above information and recommendations are based on the project description provided in this report. The discussion and conclusions provided by this Mini-PEAR are approximate and based on a *cursory review* of existing records, databases, and mapping tools to estimate the potential for probable project effects on the environment. The purpose of this report is to provide a preliminary level of environmental analysis to support the Project Initiation Document. Changes in project scope, alternatives, existing environmental conditions, and/or environmental laws or regulations will require a reevaluation of this report.

Signatures:

ENVIRONMENTAL OFFICE CHIEF	**DATE**	**PROJECT MANAGER**	**DATE**

Attachment 1

Figures



1 Exisitng Shared Access Road onto SR-89 (looking north)

2 Line of site: looking southwest (left), looking northeast (right)

3 Site ground cover (looking west)

Legend

- Burton Creek Project Area Parcel
- Possible Development Area (15.0± Acres)
- Possible Site Access
- Multi-Use Path
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Riverine
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE

Steep Slopes

- 15-20%
- 20%+

BURTON CREEK

OVERALL CONSTRAINTS
PLACER COUNTY, CA
MARCH, 2020

NORTH

0 130 260
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel: 775.823.4068
Reno, NV 89502 Fax: 775.823.4066

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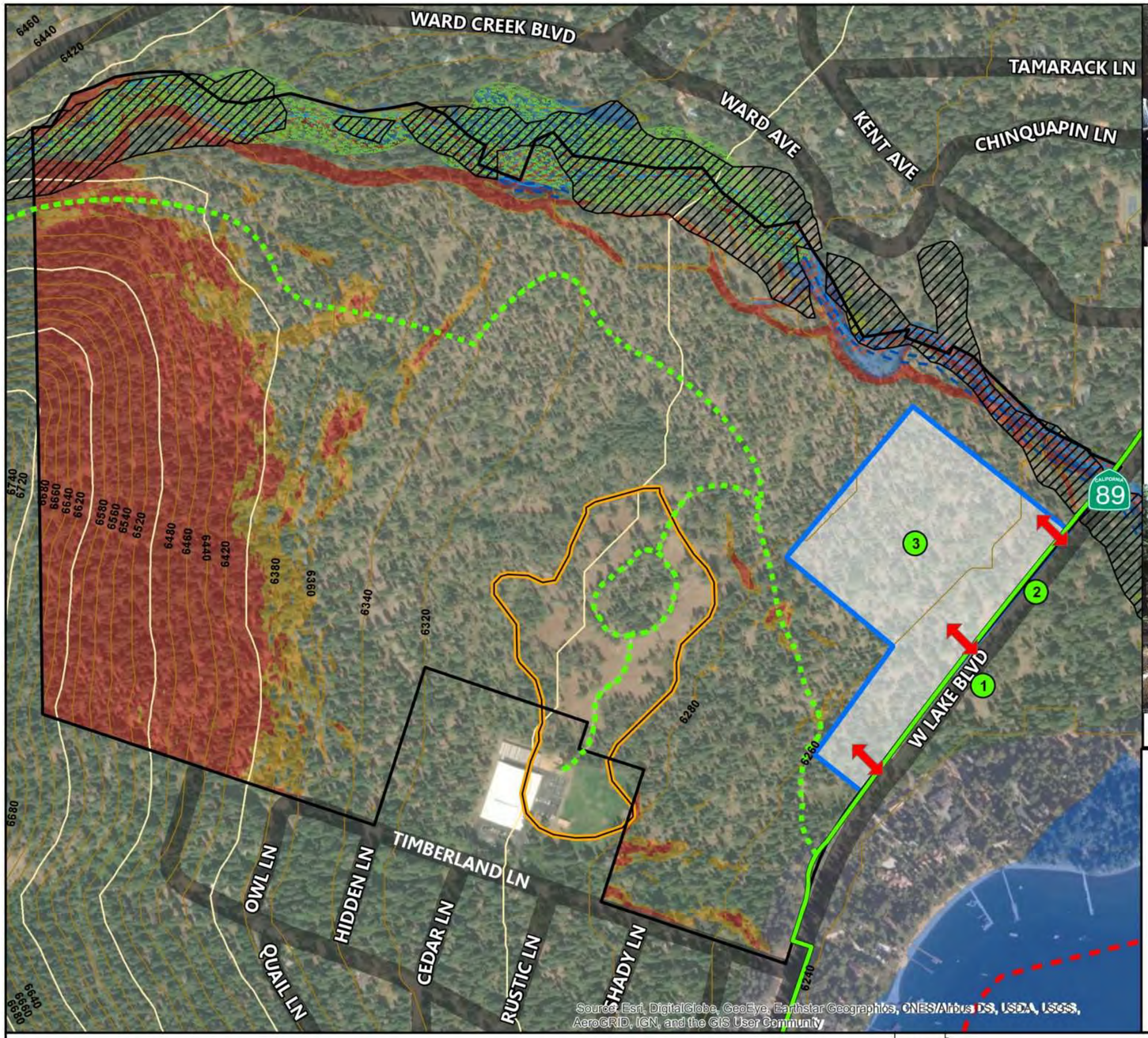


1 Line of site on SR-89: looking southwest (left), looking northeast(right)

2 Looking into Developable Area from SR-89

3 Ground Cover (looking north)

Legend

- Ward Creek Parcel
- School Development Area (14.7± Acres)
- Hiking Path
- Multi-Use Path
- Possible Site Access
- Stream Environment Zone (SEZ)
- North American Porcupine
- Willow Fly Catcher Habitat
- Tahoe Yellowcress
- Freshwater Forested/Shrub Wetland
- Riverine

FEMA Flood Zones

- 0.2% Annual Chance Flood Hazard
- Zone AE
- Floodway

Steep Slopes

- 15-20%
- 20%+

WARD CREEK

OVERALL CONSTRAINTS WITH PHOTOS
PLACER COUNTY, CA
DECEMBER, 2019

NORTH
0 255 510
FEET

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

Appendix C:

HGA Program Plans

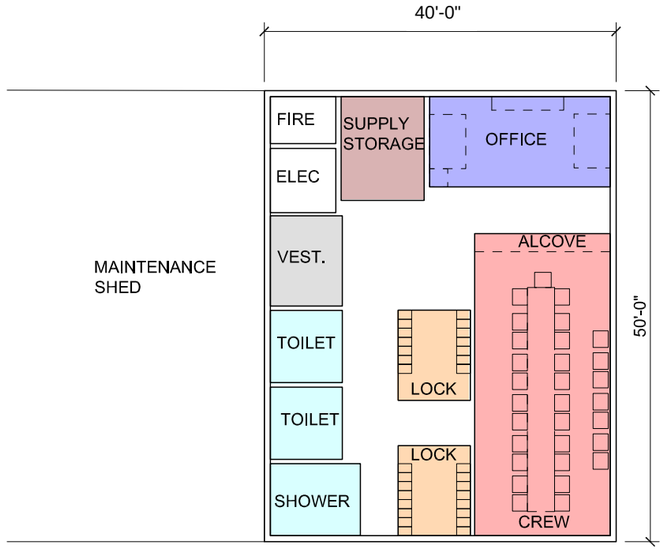
HGA

CALTRANS BUILDING PROGRAM MATRIX						
	SPACE TYPE	ROOM AREA	COUNT	TOTAL AREA	NOTES	REQUESTED
OFFICE BUILDING	SINGLE-OCC RESTROOMS	64	2	128		
	CREW ROOM	470	1	470	(30) occupants	Space for all (30) occupants to be seated at conference table. (approx. 1,050 SF req.)
	OFFICE	200	1	200	Double Occ.	(2) Offices requested. (1) Single-Occ for Crew Supervisor and (1) Double -Occ for Leadworker(s).
	LOCKER ROOM	170	2	340	Total lockers req: (30)	(1) locker room to serve (30) with separate changing room(s)
	SHOWER	80	1	80		
	ELEC/IT	50	1	50		
	FIRE	40	1	40		
	UTILITY ALCOVE	30	1	30	Integral with Crew Room (ref, microwave, coffee)	
	VESTIBULE	80	1	80		
	SUPPLY STORAGE	100	1	100	Includes mop bucket	Separate Janitor's room for mop bucket.
	CIRCULATION FACTOR	30%		455.40		
	TOTAL TTD OFFICE PROGRAMMING			1,973		

CALTRANS

OFFICE BUILDING

FEBRUARY 11, 2020



SCALE: 1/16"=1'-0"

CALTRANS

OFFICE BUILDING SPACE PLAN

FEBRUARY 11, 2020

HGA

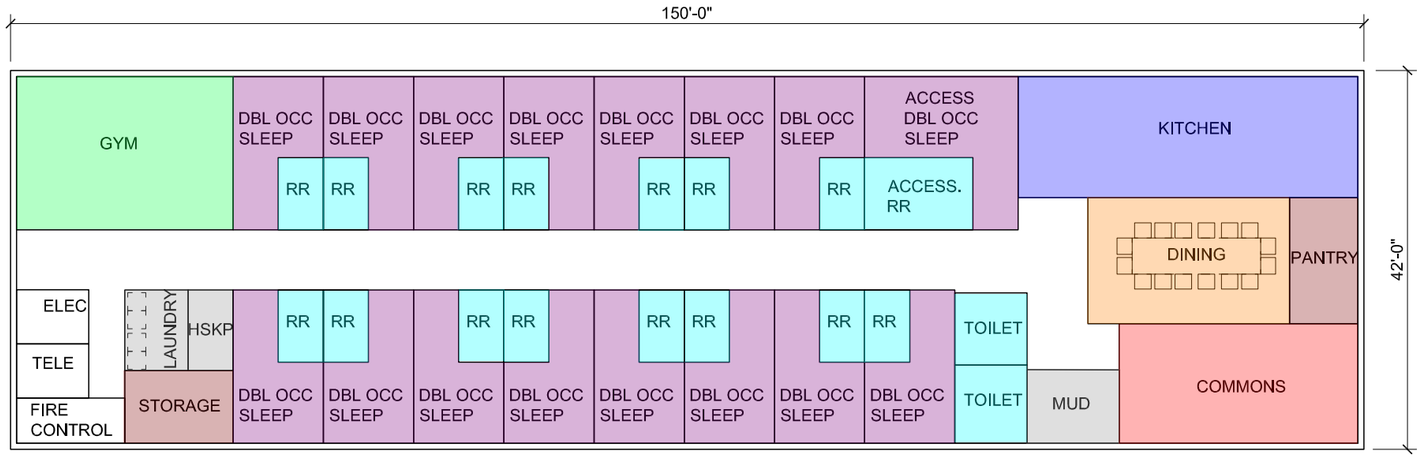
CALTRANS BUILDING PROGRAM MATRIX

	SPACE TYPE	ROOM AREA	COUNT	TOTAL AREA
DORMITORY BUILDING	DOUBLE OCC SLEEPING RM	120	15	1,800
	SHOWER/TOILET ROOM	40	15	600
	ACCESSIBLE DOUBLE OCC RM	204	1	204
	ACCESSIBLE SHOWER/TOILET	96	1	96
	TOILET	64	2	128
	KITCHEN	500	1	500
	DINING - SEATS 16	350	1	350
	COMMON AREA	350	1	350
	PANTRY	100	1	100
	MUD ROOM	100	1	100
	LAUNDRY -2 SETS	80	1	80
	HOUSEKEEPING	40	1	40
	ELECTRICAL ROOM	48	1	48
	IT ROOM	48	1	48
	FIRE CONTROL ROOM	58	1	58
	STORAGE	145	1	145
	GYM	300	1	300
	CIRCULATION FACTOR	30%		1,484.10
	TOTAL BI PROGRAMMING			6,431

CALTRANS

DORMITORY BUILDING

FEBRUARY 11, 2020



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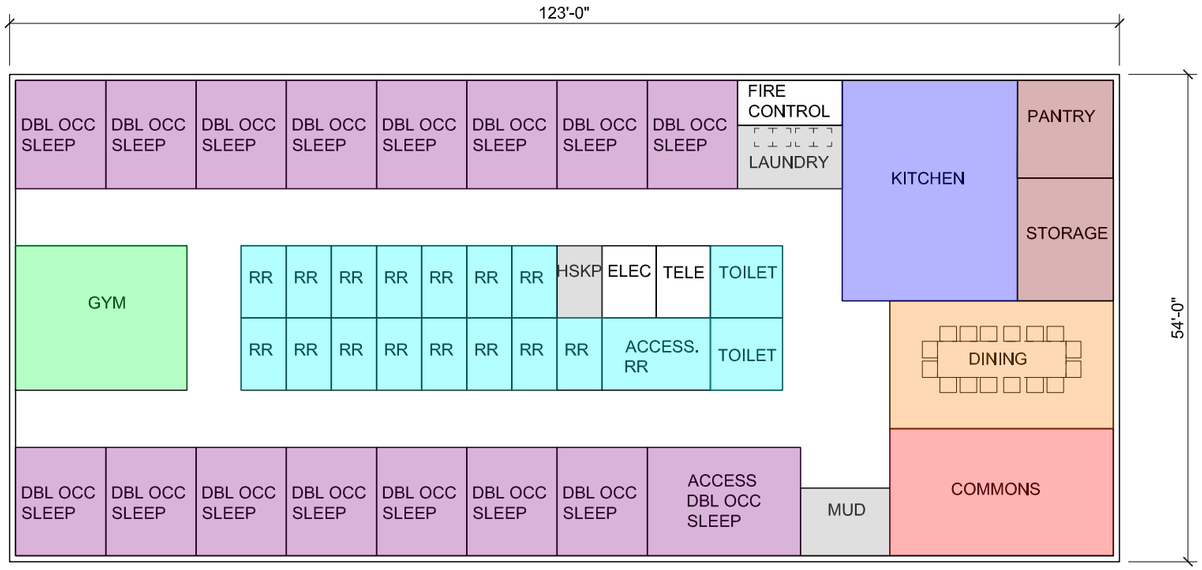
CALTRANS

DORMITORY BUILDING - OPTION A

FEBRUARY 11, 2020



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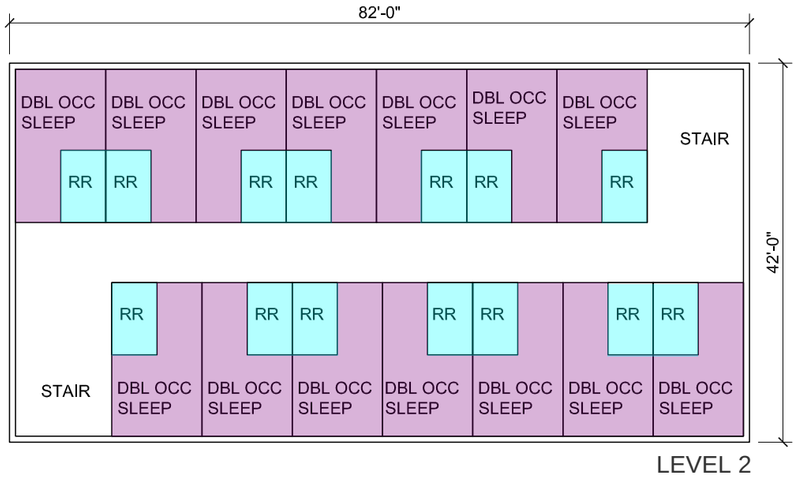
CALTRANS

DORMITORY BUILDING - OPTION B

FEBRUARY 11, 2020



CALTRANS

DORMITORY BUILDING - OPTION C

FEBRUARY 11, 2020

SCALE: 1/16"=1'-0"

Appendix D:

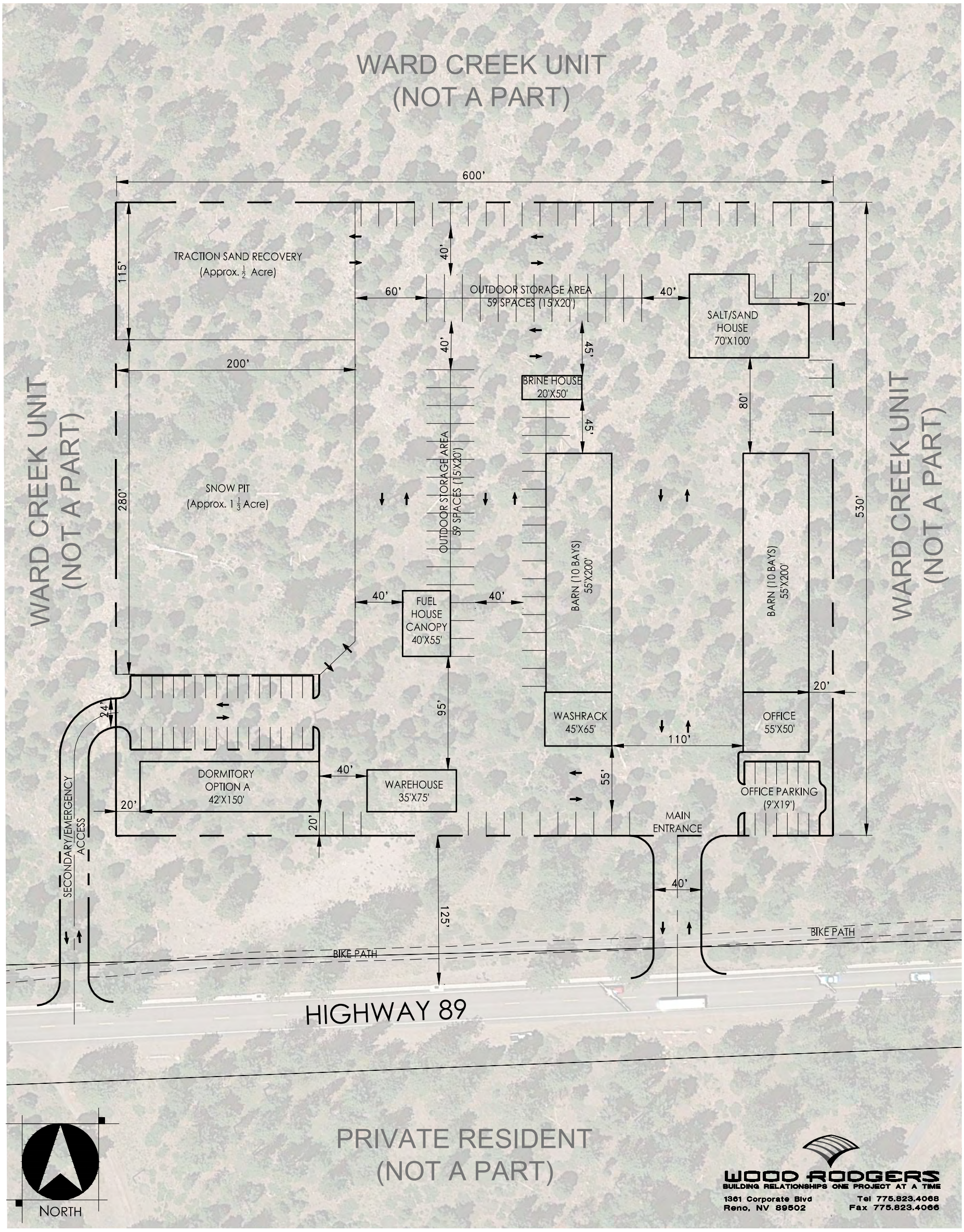
Conceptual Site Plans

CALTRANS DISTRICT 3 MAINTENANCE YARD CONCEPTUAL ALT.

WARD CREEK

PLACER COUNTY, CALIFORNIA

MARCH, 2020



SCALE: 1" = 80'

NOTES:

1.) MINIMUM 20 FOOT BUILDING SETBACK
2.) MINIMUM 40 FOOT BUILDING SEPARATION
3.) 7.3 ACRES : 600 FT X 530 FT
4.) OUTDOOR STORAGE INCLUDES 118 SPACES (15'X20') FOR STORAGE OF PLOW ATTACHMENTS (5.9 PER PLOW)
5.) 34 STANDARD DORMITORY PARKING STALLS (9'X19')
6.) 14 STANDARD OFFICE PARKING STALLS (9'X19')

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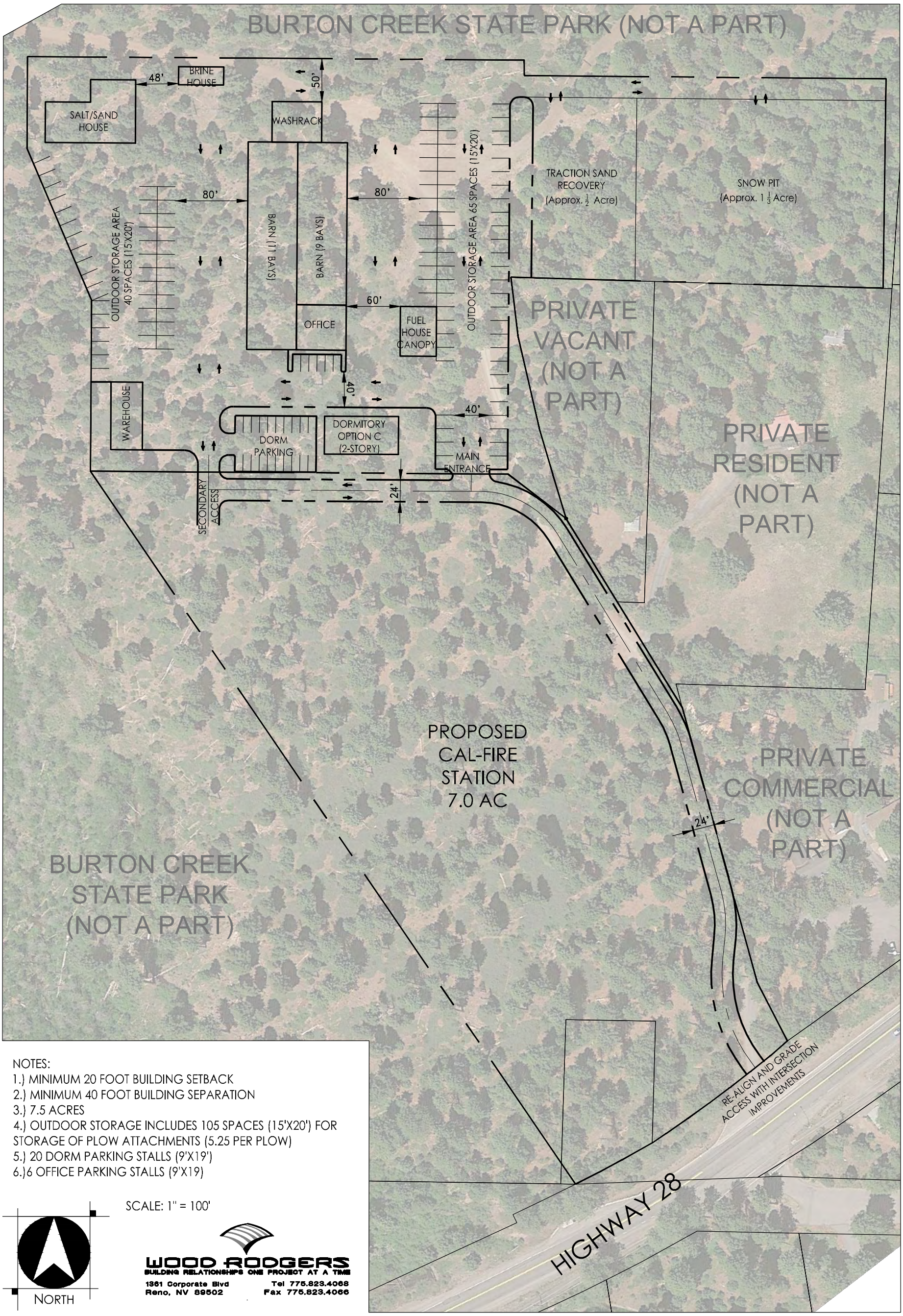
CALTRANS DISTRICT 3 MAINTENANCE YARD CONCEPTUAL ALT.

BURTON CREEK

PLACER COUNTY, CALIFORNIA

MARCH, 2020



NOTES:
1.) MINIMUM 20 FOOT BUILDING SETBACK
2.) MINIMUM 40 FOOT BUILDING SEPARATION
3.) 7.5 ACRES
4.) OUTDOOR STORAGE INCLUDES 105 SPACES (15'X20') FOR STORAGE OF PLOW ATTACHMENTS (5.25 PER PLOW)
5.) 20 DORM PARKING STALLS (9'X19')
6.)6 OFFICE PARKING STALLS (9'X19)

SCALE: 1" = 100'

NORTH

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd
Reno, NV 89502
Tel 775.823.4068
Fax 775.823.4066

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CONCEPTUAL PARK PLAN

TAHOE CITY CALTRANS MAINTENANCE YARD CONVERSION

TAHOE CITY CALIFORNIA

MARCH, 2020

CONCEPTUAL SITE LEGEND

SYMBOL	DESCRIPTION
1	PARK RESTROOM BUILDING (APPROX. 600 SF)
2	VISITOR / INFORMATION CENTER (APPROX. 3,500 SF)
3	ZIP KROOZ GLIDER
4	COMBINATION NET AND ROCK CLIMBERS
5	SUPER NETPLEX 12' TOWER ADVENTURE PLAY STRUCTURE (AGES 5-12)
6	THRIVE 900 ADULT FITNESS STATION
7	RIVER RAFT LAUNCHING DOCK
8	PICNIC AREAS
9	NET HAMMOCKS
10	BICYCLE 'FIX-IT' STATION
11	RIVER ACCESS POINT
12	SHADE STRUCTURE
13	VEHICULAR CIRCULATION / DROP-OFF
14	PARKING AREA (APPROX. 45 REGULAR STALLS + 3 ACCESSIBLE STALLS)
15	EXISTING CLASS 1 TRAIL
16	EXISTING PRIVATE DRIVE TO REMAIN AND PROTECT
17	OPEN TURF AREA
18	EXISTING HIGHWAY 89 BRIDGE
19	EXISTING MAIN VEHICULAR SITE ACCESS
20	EXISTING SEWER FACILITIES TO REMAIN AND PROTECT

1

2

12

5

10

9

3

4

6

0 40 80 160

WOOD RODGERS
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Tahoe Transportation DISTRICT

Connecting our communities

MEMORANDUM

Date: November 9, 2020

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Facilitated Work Session #4 for Board Governance Policies and Procedures and Possible Action on Adoption of Mission Statement and Updated Policies and Procedures Handbook

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Action Requested:
It is requested the Board prepare for and participate in work session #4 facilitated by the Institute of Local Government (ILG) on an update of TTD's governance policies and consider adoption of mission statement and updated policies and procedures.

Fiscal Analysis:
ILG submitted a proposal of $19,000 for four tasks. The proposed amount is within the fiscal year 21 budgeted line item. The source of funds is from the General Fund and is not eligible for reimbursement from any special fund. Additional expense will be for legal assistance in the preparation and review of Board policies and procedures, as well as staff time.

Work Program Analysis:
Staff hours for this item are contemplated in the work program.

Background:
At the July meeting, the TTD Board heard and approved the work plan for a series of four facilitated work sessions on policies related to mission and vision statements, board governance policies, board/staff interaction policies, strategic initiatives, and goal setting. Each session will be conducted at each monthly Board meeting beginning in August and concluding in November with goal setting. Work product will be developed by Staff and ILG with the assistance of the Governance Committee in-between Board meetings. With the time it has taken to produce the work, a fifth session is anticipated for the December meeting to address goals.

Discussion:
In consultation with Staff, ILG prepared an agenda for the fourth two-hour facilitated session (Attachment A). The session is to begin after the business items are heard on the agenda and will focus on finalizing the changes to the existing policy handbook and new policies and final review of TTD's mission statement. Upon completion of the review, staff requests the Board to consider adoption of the mission statement and policy handbook, with any changes made during the final review.

CH/ja AGENDA ITEM: XII.

The mission statement reads as follows:

> *The Tahoe Transportation District advances a variety of collaborative and innovative transportation solutions that help preserve the beauty and natural environment of the Lake Tahoe Basin for residents and visitors alike.*

The session is anticipated to start no later than 11:30 and will begin sooner if the business items are concluded early. Melissa Kuehne of ILG will again lead the session.

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. ILG Work Session Agenda
B. October Work Session Meeting Recap
C. Redlined version - Policies and Procedures Handbook
D. Clean version - Policies and Procedures Handbook

Tahoe Transportation District

Board Governance Work Session Agenda

Friday, November 13, 2020

Time	Item
10 min	**Welcome & Introductions** • Introductions • Agenda Review
5 min	**Status Update: Recap of Process to Date**
35 min	**Policy Review and Discussion** • Finalize updates to existing policy handbook: o Board of Directors o Role of the Chair o Role of Committees/Committee Chairs o Agenda Development o Public Comment o Conflict of Interest • Edits and feedback on new policies: o Interaction with Staff o Communication o Board Training o Board Orientation o Board Self-Evaluation
5 min	**Review of Full Handbook** • Is anything missing?
5 min	**Wrap up/Next Steps**

TTD 10.9.2020 Board Meeting Summary

Attendees

- Cindy Gustafson, Board Chair, Placer County
- Lucia Maloney, Vice Chair, Carson City
- Sue Novasel, El Dorado County
- Bill Yeates, Tahoe Regional Planning Agency Chair
- Kyle Davis, Nevada Governor Appointee
- Steve Teshara, South Shore Transportation Management Association
- Cody Bass, City of South Lake Tahoe
- Andy Chapman, Truckee-North Tahoe Transportation Management Association
- Carl Hasty, Staff
- Nira Doherty, Staff
- Melissa Kuehne, ILG
- Nicole Enright, ILG

Review Board Purpose Statement

Questions:

- Board responsible for attorney hiring process?
    - Nira: yes, responsible for appointing counsel
- Role of Board explicitly as a transit provider- is this appropriate? Is spelled out in the compact.
    - Role of the Board is to make sure transit is provided through funds dispersed, role whether to provide service directly, contract with others, etc.
    - Ensure system is preserved, is TTD's responsibility to make sure transit services exist

Is there anything missing?

- Fiduciary duties and obligations
- Discussion around unique responsibility of the Board as transit operators in Sept?
    - No discussion in Sept
    - Nira: couldn't include all regs in a purpose statement, could say, "as a transportation provider, will follow all pertinent laws and regulations"
        - Consider including this
- Add: uphold mission and core values

What refinements need to be made?

There was discussion around how to hold Board members accountable? What is the process for holding selves accountable, and who will be doing it? The Board suggested updating the

language to: “Ensure Board members are accountable for implementing high quality governance and adherence to protocols and policies” or ”hold ourselves and our peers accountable for high quality and good governance”

The Board discussed adding additional fiduciary duties to the list. They suggested updating the language to read “Uphold fiduciary responsibilities by adopting the District budget and adhering to fiscal policies”

Board Norms

Is there anything missing?

No additions were suggested.

Does anything need further clarification?

Request to fix the typo in the “Strive for win-win” bullet

TTD Policies

The Board had a preliminary discussion regarding the Agenda Development Policy:

- Narrow scope of who and how can suggest what is included in the agenda.
- Suggest pulling from the Board of Supervisors approach- during public comment, the public can request agenda items and the Board can decide on including an item or not in a future meeting.
- 3.3.2. Three days ahead of time isn’t enough time to prepare for the agenda item
    - Add period after for a regular or special meeting.

In the interest of time, the remainder of the draft policies will be distributed to the full Board for feedback and review.

Wrap up/Next Steps

ILG Action Items

- Send draft updated polices to the Board for review.
- Will work with Governance Committee offline on new policy language to update existing policies.

Committee Action Items

- Review Board policies that have been updated

Tahoe Transportation District

Policies and Procedures Handbook

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ARTICLE 1: GENERAL

ARTICLE 2: GOVERNANCE POLICIES

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ARTICLE ~~4~~5: CONFLICT OF INTEREST AND DISCLOSURE RULES

ARTICLE 6~~5~~: PUBLIC RECORDS POLICY

ARTICLE 7~~6~~: RECORD RETENTION SCHEDULE

ARTICLE 8~~7~~: PUBLIC PARTICIPATION FOR FARE INCREASES AND MAJOR SERVICE REDUCTIONS

~~APPENDICES:~~

~~TAHOE REGIONAL PLANNING COMPACT – ARTICLE IX~~

1.0 GENERAL

1.1 PURPOSE

The Board intends to maintain this Handbook as a comprehensive listing of the District's policies and procedures in order to serve as a resource for Directors, Staff and members of the public to determine the manner in which the District conducts business.

1.2 ADOPTION AND AMENDMENT

1.2.1 The District is expressly authorized to adopt procedures for the adoption of its budgets, the appropriation of its money, and the carrying on of its other financial activities, and impliedly authorized to adopt all other necessary policies and procedures. Compact, Art IX(g).

1.2.2 Procedures and policies shall be established by resolution of the Board and must conform, insofar as practicable, to the procedures for financial administration of the State of California or the State of Nevada or one or more of the local governments in the region. Compact, Art IX(g).

1.2.3 This Handbook shall be reviewed and amended, as necessary, on an ongoing basis.

1.3 DEFINITIONS

1.3.1 Capitalized terms used in this Handbook and not otherwise defined shall have the following meanings:

A. Board means the Board of Directors of the District.

B. ~~Chairman~~Chair means the ~~Chairman~~Chairperson of the Board, as elected bi-annually by the Directors.

C. Compact means the Tahoe Regional Planning Compact adopted by the governors of the State of California and the State of Nevada and ratified by Congress in Public Law 96-551, of which Article IX may be amended by substantively identical legislative enactments by the legislatures of the States of California and Nevada.

D. Director means the director appointed or designated to represent each member of the District.

E. District means the Tahoe Transportation District.

F. District Manager means the chief executive office of the District, as appointed by the Board.

G. Handbook means this Policies and Procedures Handbook.

H. Legal Counsel means the attorney for the District, as appointed by the Board.

I. Secretary means the Secretary for the District. This role is usually filled by the Clerk to the Board or other staff as designated.

J. Staff means the officers and employees of the District.

1.4 LIBERAL CONSTRUCTION AND DEVIATION

This Handbook shall be liberally construed to secure efficient and economical determinations of all matters before the Board and Staff. The Board and Staff may deviate from this Handbook to

the extent that strict compliance is impracticable or unnecessary, and not otherwise prohibited by law.

2.0 GOVERNANCE POLICIES

2.1 ROLES AND RESPONSIBILITIES

2.1.1 Purpose of the Board. The primary responsibilities of the TTD Board are to:

- Support TTD's core values (to be determined)
- Adhere to fiduciary responsibilities by adopting the District budget and adhering to fiscal policies
- Provide clear policy direction that supports regional transportation solutions
- Fulfill TTD's statutory requirements as described in the Compact
- Support staff carrying out the Board's direction
- Ensure board members are accountable for implementing high quality governance and adherence to protocols and policies
- Represent the needs of individual board seats, as well as the needs of the District (or Tahoe Basin) as a whole
- Uphold TTD's mission
- Hire, evaluate and, when necessary, discharge the District Manager
- Appoint legal counsel for the District

2.1.2 Role of the Chair. See Section #

2.1.3 Interaction with Staff. One of the most important relationships that exists is that between the Board and the District Manager and staff. It is essential that the ongoing governance relationships be clearly defined, collaborative and based upon mutual trust and respect. Such a relationship ensures the best governance results. It should provide clear direction, in an open and transparent manner.

A. Requests for Information. Director's initial request for information is made to the District Manager, thereby allowing the District Manager to delegate response.

B. Requests for Requiring Resources. Requests requiring resources, small or large, should be made through the District Manager to ensure the best outcome. Requests should have a nexus to the Strategic Plan/Strategic Priorities. Necessary resources should be identified and should be considered in context of other priorities already identified, and which may have to be deferred or eliminated.

C. Staff Evaluation. The District Manager is responsible for staff performance and performance evaluation. The evaluation of the District Manager provides the opportunity for the Board to supply feedback on performance.

2.1.4 Role of Committees/Committee Chairs (see Section 2.7)

2.2 COMMUNICATION

2.2.1 Communication during Board meetings. Communication among Board members during Board meetings will follow the adopted Board norms. During Board meetings, Board members will not receive individual electronic communication on topics before the Board. Board meeting agendas will include a statement to this effect to ensure the public is aware that electronic communications will not be reviewed or considered. During Board meetings, in the interest of transparency and to minimize distractions, Board members are encouraged not to use electronic devices to communicate with Board members or any other person on items before the

Board. Other uses of electronic devices during meetings should be limited to instances where a family or business situation makes the communication necessary, at the discretion of the Board member. Posting to social media should not occur during a Board meeting.

2.2.2 Communication with the community. Board members are encouraged to engage with the community in an appropriate manner by being as responsive as possible, returning phone calls and e-mail inquiries in a timely manner and meeting with residents, partners and stakeholders as feasible and appropriate. With electronic communications, including social media posts, Board members will use the same level of professionalism as in public meetings. Confidential or sensitive information (i.e., closed session discussions) will not be disclosed in any circumstances, including via electronic communication.

2.2.3 Communication with the Media. To ensure the quality and consistency of information disseminated to media sources from the TTD Board the following guidance will be followed except where first amendment principles are implicated:

A. All media inquiries are to be handled by the District Manager or his or her designee and/or the Chairperson regardless of who the media representative is or whom he or she represents.

B. All press releases or other promotional materials are to be approved by the District Manager or his or her designee prior to dissemination and/or the Chairperson.

2.3 BOARD OPERATIONS

2.3.1 Agenda development/planning. See Section 2.7

2.3.2 Self-evaluation. Conducting a governance self-evaluation demonstrates accountability to the community and the interest of the governance team to strengthen and improve governance practices. Board governance sessions are an opportunity to discuss Board effectiveness and measure adherence to adopted protocols. This can be done through an annual retreat, or survey. If conducted electronically, the board can review responses at an in-person meeting. Following the evaluation, the Board may discuss strategies for strengthening Board performance and evaluating priorities.

2.3.3 Board make-up (seats/alternates). See Section #

2.3.4 Board training. The Board will invest in training, development and orientation to assure excellence in governance. For example:

A. Board members shall be offered and encouraged to receive training in the skills of effective governance, communication and decision making.

B. The Board and Committee chairs are encouraged to receive training in the facilitation of meetings.

C. Board members shall comply with state mandated training.

2.3.5 Board orientation. The Board recognizes the importance of welcoming and helping transition new Board members onto the TTD Board. To help with orientation:

A. Current Board Members are encouraged to send welcome letters and reach out to new members.

B. The District Manager will prepare orientation materials for new members and schedule an initial meeting with to establish early and direct communication, and select orientation options based on past experience.

C. Key staff, will offer orientation to new Board members regarding the District's key responsibilities and functions.
D. The Board will provide opportunities for new members to spend time with veteran member, conduct site visits and share information about Board assignments.
E. The Board will schedule a governance discussion meeting to provide an opportunity to share personal aspirations and to review, discuss and re-confirm the adopted governance protocols as documented in the Policies and Procedures Manual.

2.3.6 Board norms/ground rules/code of conduct. The Board will:

A. Work together, modeling teamwork and civility for our community
B. Demonstrate honesty and integrity in every action
C. Share information and avoid surprises
D. Disagree agreeably and professionally
E. Work for the common good, not personal interest
F. Strive for win-win – work toward consensus and seek common ground
G. Honor "discussion" before "decisions" – reserve formal motions until initial discussions have taken place
H. Attend Board meetings fully prepared, on time and focused
I. Support working together toward the common vision and strategic goals even if our approach differs
J. Focus on effective governance and will support the District Manager in managing the District
K. Support the legitimacy of Board decisions, even if you personally disagree
L. Show respect for the issues in each other's jurisdictions

2.3.7 Conflicts of interest. See Section #
2.3.6 Public comment. See Section #

3.0 BOARD OF DIRECTORS AND COMMITTEES

~~2~~3.1 AUTHORITY

~~2~~3.1.1 The Board is the authority for the District. Directors and committee members shall have no individual authority apart from their normal function as a part of the Board or committee. As individuals, Directors and committee members may not commit the District to any policy, act, or expenditure.

~~3~~2.1.2 Directors and committee members shall not discuss District business with the media, and shall direct all inquiries to the District Manager so that the District can express a consistent message to the public.

~~2~~3.2 BOARD MEMBERS

~~2~~3.2.1 Membership. The Compact establishes the membership of the Board. Compact, Art. IX(b).

~~2.2.2 Voting Members. The voting members of the Board shall vote at meetings of the Board. The voting members of the Board are:~~

~~A. El Dorado County, California.~~
~~B. Placer County, California.~~
~~C. The City of South Lake Tahoe, California.~~
~~D. Douglas County, Nevada.~~
~~E. Washoe County, Nevada.~~
~~F. Carson City, Nevada.~~
~~G. The South Shore Transportation Management Association or its successor organization.~~
~~H. The North Shore Transportation Management Association or its successor organization.~~
~~I. Each local transportation district in the region that is authorized by the State of Nevada or the State of California.~~
~~J. One member who represents a public or private transportation system operating in the region as appointed by a majority of the other voting members.~~

~~2.2.3 Non-Voting Members. The non-voting members of the Board shall provide technical and professional advice to the District as necessary and appropriate. Compact, Art. IX(e). The non-voting members of the Board are:~~

~~A. The California Department of Transportation.~~
~~B. The Nevada Department of Transportation.~~

~~2~~3.3 APPOINTMENT OF BOARD MEMBERS

~~2~~3.3.1 Each local transportation district in the region that is authorized by the State of Nevada or the State of California shall automatically be appointed as a member of the Board after it enters into a written agreement with the District that sets forth the responsibilities of the districts for the establishment of policies and the management of financial matters, including, but not limited to, the distribution of revenue among the districts. Compact, Art. IX(b)(7); Art. IX(d).

~~2~~3.3.2 A public or private transportation system operating in the region shall be appointed as a member of the Board upon a majority vote of the other voting members. Compact, Art. IX(b)(8).

A. Any public or private transportation system operating in the region may petition the Board for consideration to be appointed as a member of the Board.
B. In the event that two or more transportation systems have petitioned the Board for consideration, the Board shall consider their relative experience, qualifications and interests in selecting a transportation system to be appointed as a member of the Board.
C. The appointed member shall serve for a one-year term to commence on the date of the appointment.
D. The term shall roll-over for another one-year term unless the appointed member resigns or the Board appoints a different transportation system as a member of the Board.

~~2~~3.4 DIRECTORS AND ALTERNATES

~~2~~3.4.1 Directors. The Compact mandates that the following persons, or classes of persons, shall serve as Directors:

A. The Director for El Dorado County must be a member of its county board of supervisors. Compact, Art. IX(b)(1).

B. The Director for Placer County must be a member of its county board of supervisors. Compact, Art. IX(b)(1).

C. The Director for the City of South Lake Tahoe must be a member of its city council. Compact, Art. IX(b)(2).

D. The Director for Douglas County must be a member of its board of county commissioners. Compact, Art. IX(b)(3).

E. The Director for Washoe County must be a member of its board of county commissioners. Compact, Art. IX(b)(3).

F. The Director for Carson City must be a member of its board of supervisors. Compact, Art. IX(b)(4).

G. The Director for the South Shore Transportation Management Association, or its successor organization, must be one of its members. Compact, Art. IX(b)(5).

H. The Director for the North Shore Transportation Management Association, or its successor organization, must be one of its members. Compact, Art. IX(b)(6).

I. There are no restrictions on who may serve as the representative of ~~Director for~~ the Tahoe Regional Planning Agency (TRPA) ~~each local transportation district in the region that is authorized by the State of Nevada or the State of California must be one of its members~~. Compact, Art. IX(b)(7).

J. There are no restrictions on who may serve as Director for the member who represents a public or private transportation system operating in the region as appointed by a majority of the other voting members. Compact, Art. IX(b)(8).

K. The Compact appoints the director of the California Department of Transportation as its Director. Compact, Art. IX(b)(9).

L. The Compact appoints the director of the Nevada Department of Transportation as its Director. Compact, Art. IX(b)(10).

M. There are no restrictions on who may serve as the member appointed by the Governor of California. Compact, Art. IX(b)(11).

N. There are no restrictions on who may serve as the member appointed by the Governor of Nevada. Compact, Art. IX(b)(12).

~~2~~3.4.2 Alternates. The Compact allows persons, or classes of persons, to be designated to serve on the Board as an alternate in the Director's absence. Compact, Art. IX(c). There are no restrictions on which persons, or classes of persons, may serve as an alternate.

~~2~~3.5 APPOINTMENT OF DIRECTORS AND DESIGNATION OF ALTERNATES

~~2.5.1 Appointment and Designation.~~ Directors and alternates shall be appointed and designated, respectively, as follows:

~~2~~3.5.1 Voting Directors

A. The Director and alternate for El Dorado County shall be appointed and designated by its county board of supervisors. Compact, Art. IX(b)(1); Art. IX(c).

B. The Director and alternate for Placer County shall be appointed and designated by its county board of supervisors. Compact, Art. IX(b)(1); Art. IX(c).

C. The Director and alternate for the City of South Lake Tahoe shall be appointed and designated by its city council. Compact, Art. IX(b)(2); Art. IX(c).

D. The Director and alternate for Douglas County shall be appointed and designated by its board of county commissioners. Compact, Art. IX(b)(3); Art. IX(c).

E. The Director and alternate for Washoe County shall be appointed and designated by its board of county commissioners. Compact, Art. IX(b)(3); Art. IX(c).

F. The Director and alternate for Carson City shall be appointed and designated by its board of supervisors. Compact, Art. IX(b)(4); Art. IX(c).

G. The Director and alternate for the South Shore Transportation Management Association, or its successor organization, shall be appointed and designated by the association or its successor organization. Compact, Art. IX(b)(5); Art. IX(c).

H. The Director and alternate for the North Shore Transportation Management Association, or its successor organization, shall be appointed and designated by the association or its successor organization. Compact, Art. IX(b)(6); Art. IX(c).

I. The Director and alternate for the Tahoe Regional Planning Agency (TRPA), shall be appointed by the Governing Board of TRPA. ~~each local transportation district in the region that is authorized by the State of Nevada or the State of California shall be appointed and designated by that district.~~ Compact, Art. IX(b)(7).

J. The Director and alternate for the member who represents a public or private transportation system operating in the region shall be nominated by the transportation system and then formally appointed and designated by a majority of the other voting Directors. Compact, Art. IX(b)(8).

~~K. The Compact appoints the director of the California Department of Transportation as its Director. Compact, Art. IX(b)(9). The director of the California Department of Transportation shall designate an alternate. Compact, Art. IX(c).~~

~~The Compact appoints the director of the Nevada Department of Transportation as its Director. Compact, Art. IX(b)(10). The director of the Nevada Department of Transportation shall designate an alternate. Compact, Art. IX(c).~~

K. The Director and alternate for the Governor of California shall be appointed by the Governor of California or his/her designee. Compact, Art. IX(b)(11).

L. The Director and alternate for the Governor of Nevada shall be appointed by the Governor of Nevada or his/her designee. Compact, Art. IX(b)(12).

~~2~~3.5.2 Nonvoting Directors. The following members shall serve as nonvoting Directors, but shall provide technical and professional advice to the District as necessary and appropriate. Compact, Art. IX(d).

A. The Director of the California Department of Transportation. Compact, Art. IX(b)(9). The director of the California Department of Transportation shall designate an alternate. Compact, Art. IX(c).

B. The Director of the Nevada Department of Transportation. Compact, Art. IX(b)(10). The director of the Nevada Department of Transportation shall designate an alternate. Compact, Art. IX(c).

~~2~~3.5.3 Notice to the District. Members of the Board shall each provide a letter to the Secretary confirming the appointment of a Director and any designation of an alternate. Members of the Board shall provide updated letters to the Secretary as necessary.

~~2~~3.6 TRANSACTION OF BUSINESS

~~2~~3.6.1 The affirmative vote of at least a majority of Voting Directors who are present at a Board meeting, shall be required for the transaction of any business of the Board of Directors. If a majority of the Voting Directors does not vote in favor of an action, an action of rejection shall be deemed to have been taken. Compact, Art. IX(f). Accordingly, where there are twelve (12) Voting Directors, an affirmative vote of at least seven (7) Voting Directors shall be required for the transaction of any business of the Board of Directors.

~~2~~3.7 CHAIR~~MAN~~ AND VICE-CHAIR~~MAN~~

~~2~~3.6.1 Chair~~person~~~~man~~. The Board shall elect a Director to serve as Chair~~person~~~~man~~ for a two-year term to commence on July 1 and terminate on June 30 two years later. A member who is elected to serve as Chair~~person~~ may be elected to serve a subsequent term as Chair~~person~~. Compart, Art. IX(e).

~~2~~3.6.2 Vice-Chair~~person~~~~man~~. The Board shall elect a Director to serve as Vice-Chair~~person~~~~man~~ for a two-year term to commence on July 1 and terminate on June 30 two years later. A member who is elected to serve as Vice-Chair~~person~~ may be elected to serve a subsequent term as Vice-Chair~~person~~. Compart, Art. IX(e).

~~2.6.3 No Term Limits. There are no term limits for Directors serving as Chairman or Vice-Chairman.~~

~~2~~3.6.~~3~~4 Replacements. In the event that the Chair~~man~~ or Vice-Chair~~man~~ is unable or unfit to complete a two-year term, the Board shall elect another Director to serve as Chair~~man~~ or Vice-Chair~~man~~ for the remainder of the term.

~~2~~3.6.~~4~~5 Eligible Directors. Only Directors representing voting members of the Board may be elected to serve as Chair~~man~~ or Vice-Chair~~man~~.

~~2~~3.7 COMMITTEES

~~2~~3.7.1 Authority. The Board may create ad hoc and standing committees to assist with the business of the District.

~~2~~3.7.2 Members. Ad hoc and standing committees shall be comprised of committee members and alternates to be appointed by the Board.

~~2~~3.8 ATTENDANCE

~~2~~3.8.1 Directors or alternates shall attend all regular and special meetings of the Board in person unless there is good cause for absence. Teleconferencing will be available in accordance with California and Nevada open meeting laws.

~~2~~3.8.2 Committee members or alternates shall attend all committee meetings in person or by teleconference unless there is good cause for absence.

~~2~~3.9 NO REMUNERATION AND REIMBURSEMENT

Directors, committee members and alternates shall receive no remuneration from the District for their services. Directors, committee members and alternates shall receive no reimbursement from the District for expenses associated with their service, except in special circumstances approved in advance by the Board.

~~2~~3.10 APPOINTMENT OF REPRESENTATIVES

~~2~~3.10.1 The Board may appoint Directors, Staff or third-parties to represent the District on any outside boards, councils, committees, or other entities. Representatives shall serve at the direction and discretion of the Board.

~~2~~3.10.2 In the absence of an appointment by the Board, the District Manager shall represent the District on any outside boards, councils, committees, or other entities.

~~2~~3.11 APPOINTMENT OF OFFICERS

~~2.~~3.11.1 District Manager. The Board shall appoint the District Manager to serve as the chief executive officer of the District.

~~2.~~3.11.2 Legal Counsel. The Board shall appoint Legal Counsel to represent the District and provide legal advice to the Board, and to perform such other duties as may be prescribed by the Board.

~~3~~4.0 BOARD AND COMMITTEE MEETINGS

~~3.~~4.1 DATE AND TIME OF MEETINGS

~~3.~~4.1.1 Regular Meetings. Regular meetings of the Board shall be held on the second Friday of each month. The location of regular meetings shall, to the extent practicable, alternate monthly between the North Shore and the South Shore.

~~3.~~4.1.2 Special and Emergency Meetings. Special and emergency meetings of the Board may be called at any time by the District Manager, the ~~Chairman~~Chairperson, or by the Board.

~~3.~~4.1.3 Committee Meetings. Meetings of committees shall be held prior to regular meetings of the Board as determined by the District Manager.

~~3.~~4.2 OPEN MEETING LAW

All meetings of the Board and committees shall be open to the public to the extent required by the laws of the State of California or the State of Nevada, whichever imposes the greater requirement applicable to local governments at the time such meeting is held, as determined by Legal Counsel. The District adheres to the State of Nevada Open Meeting Laws with respect to teleconference and videoconference meetings and participation.

~~3.~~4.3 AGENDAS

~~3.~~4.3.1 Preparation. The District Manager and the Chairperson~~man~~ shall prepare an agenda for each meeting of the Board and committees.

~~3.~~4.3.2 Director Requests for Action Items. Any Director may request that a matter be placed on the agenda for a regular or special meeting. ~~no later than three business days prior to the posting of the agenda. The District Manager and the Chairman must determine that the matter is directly related to District business and should be placed on the agenda.~~

~~3.3.3 Public Requests for Action Items. Any member of the public may request that a matter be placed on the agenda for a regular meeting no later than seven business days prior to the posting of the agenda, subject to the following conditions:~~

~~The request must be submitted to the Secretary in writing together with supporting documents and information, if any.~~

~~The District Manager and the Chairman must determine that the matter is directly related to District business and should be placed on the agenda.~~

~~If the matter is not placed on the agenda, the member of the public may appeal the decision during the public comment portion of the next regular meeting and any Director may request that the matter be placed on the agenda for a future meeting.~~

~~3.~~4.3.4 Consent Calendar. Action items expected to be routine and non-controversial shall be placed on a consent calendar in the agenda. A vote to approve the consent calendar shall apply to each action item listed as though the item had been acted upon individually. Upon a request from a Director or Staff, action items may be withdrawn from the consent calendar by motion to be considered and voted on individually in the regular manner.

~~3.~~4.3.5 Posting and Distribution. The agenda will be posted on the District's website and at locations selected by Staff, and will be distributed to Directors and member of the public, along with a packet of supporting documents and information.

~~3.~~4.4 BOARD PACKETS

The Secretary of the Board shall prepare a packet of supporting documents and information for each agenda which shall be distributed electronically to Directors, and to members of the public who have requested those materials. Hard copies of the packet shall be made available at meetings as required by the open meeting law.

~~3.~~4.5 RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS

~~3.~~4.5.1 General. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting, and therefore, does not conduct its meetings under formalized rules such as Robert's Rules of Order. No action shall be invalidated or otherwise affected by any failure to technically comply with these rules.

~~3.~~4.5.2 Chairperson~~man~~. Meetings shall be presided over by the Chairperson~~man~~. In the absence of the ~~Chairman~~Chairperson, the Vice-~~Chairman~~Chairperson shall carry out the duties of the ~~Chairman~~Chairperson. In the absence of the ~~Chairman~~Chairperson and the Vice-~~Chairman~~Chairperson, the remaining Directors shall, by consensus, designate a member to carry out the duties of the ~~Chairman~~Chairperson.

~~3.~~4.5.3 Order of Business. The order of business shall be set forth in the agenda, but may be amended by a motion to change the order of business. ~~Upon a request from a Director, Staff or members of the public, action items may be withdrawn from the consent calendar by motion to be heard individually in the regular manner.~~

~~3.~~4.5.4 Obtaining the Floor. Any Director desiring to speak should address the ~~Chairman~~Chairperson and, upon recognition by the ~~Chairman~~Chairperson, may address the subject under discussion.

~~3.~~4.5.5 Motions. Any Director, including the ~~Chairman~~Chairperson, may make or second a motion. A motion shall be brought and considered as follows:

A. A Director makes a motion;
B. Another Director seconds the motion;
C. The ~~Chairman~~Chairperson states the motion for consideration;
D. The Board votes on the action.

~~3.~~4.5.6 Secondary Motions. A secondary motion concerning a main motion may be brought and considered before the Board votes on the main motion.

A. Motion to Amend. An amended motion amends a motion under consideration. An amended motion requires a second, is not amendable and is debatable. An amended motion must be compatible with the underlying purpose of the motion under consideration; and if passed, the amended motion will, by its own action, eliminate the necessity to vote on the original motion being amended. If the amended motion fails to pass, debate will resume on the motion previously being considered.~~A main motion may be amended before it is voted on either by consent of the Directors who moved and seconded the main motion, or by a motion to amend.~~

B. Motion to Table. A main motion may be indefinitely tabled before it is voted on by a motion to table.

C. Motion to Postpone. A main motion may be postponed to a certain time by a motion to postpone.

D. Motion to Refer to Committee. A main motion may be referred to a committee for further study and recommendation by a motion to refer to committee.

E. Motion to Close Debate and Vote Immediately. Any director may make a motion to close debate and immediately vote on a main motion.

F. Motion to Continue. A meeting or an item on the agenda may be continued to a later date by a motion to continue.

~~3.~~4.5.7 Decorum. The ~~Chairman~~Chairperson shall take whatever actions are necessary and appropriate to preserve order and decorum during meetings. The ~~Chairman~~Chairperson may eject any person or persons making ~~personal, impertinent or slanderous~~ remarks which impede the Board's ability to conduct business, refusing to abide by a request from the ~~Chairman~~Chairperson, or otherwise disrupting the meeting.

~~3.~~4.5.8 Amendment. By motion made, seconded and approved by the Board, the Board may at its discretion temporarily suspend these rules in whole or in part, and/or amend these rules in whole or in part.

~~3.~~4.6 QUORUM AND VOTES

~~3.~~4.6.1 Quorum. A majority of the Directors authorized to vote in the Compact constitutes a quorum of the Board. A majority of the committee members on a committee constitutes a quorum of the committee.

A. A quorum is required for the Board or a committee to take action.

B. If a quorum is not present, the Board or committee may not take action.

~~3.~~4.6.2 Voting. A quorum must vote in favor of an action in order for the Board or committee to take formal action. If a quorum does not vote in favor of an action, an action of rejection shall be deemed to have taken place.

~~3.~~4.6.3 Direction. The Board may give directions to Staff and consultants as informal action that does not require formal procedural process. However, informal action is still Board action and shall only occur regarding matters that appear on the agenda.

A. The ~~Chairman~~Chairperson shall determine by consensus the direction to be given and shall make a statement of the direction for clarification.

B. If a Director challenges the statement of the ~~Chairman~~Chairperson, a vote may be requested to take formal action.

~~3.~~4.7 PUBLIC COMMENT

~~3.~~4.7.1 Comment Periods. At each meeting, there shall be a period for public comment on each action item included on the agenda and a period for general public comment on any matter of interest to the public that is within the jurisdiction of the District and not included on the agenda. If a speaker comments on an agenda item during the period for general public comment, that speaker may not comment again during the period for public comment on the action item unless specifically requested by a Director.

~~3.~~4.7.2 Procedure.

A. The ~~Chairman~~Chairperson may establish a time limit the entire public comment period and for individual speakers as authorized by law.

B. Each speaker ~~must~~ will be asked to first state his or her name and identify the subject or subjects upon which he or she intends to comment.

C. Unless the matter is an action item on the agenda, the Board shall not discuss or take action on the matter.

~~3.~~4.7.3 Response. At the close of the public~~speaker's~~ comments, the ~~Chairman~~Chairperson may ask Staff to respond to the public~~speaker's~~ comments. ~~After the Staff response, and if appropriate, the Chairman shall make one of the following determinations:~~

~~The matter does not require investigation or response;~~

~~The matter should be referred to Staff for investigation and/or response;~~

~~The matter should be placed on the agenda for a future meeting.~~

~~If any Director disagrees with the Chairman's determination, that determination may be overturned by a motion which is then seconded and approved by the Board.~~

~~3.~~4.7.4 Written Comments. All written comments received from the public in electronic or hard copies shall be retained as part of the record and attached to the minutes for the meeting.

~~3.~~4.8 PUBLIC HEARINGS

~~3.~~4.8.1 Time. Matters noticed for public hearing shall commence at the time specified in the notice of public hearing, if so specified, or as soon thereafter as is reasonably practicable.

~~3.~~4.8.2 Interested Persons.

A. Any persons interested in the matter shall be entitled to submit written materials or comments and those materials shall be retained as part of the record.

B. Any persons interested in the matter shall be entitled to speak at the public hearing.

C. Any persons desiring to speak at the public hearing shall be asked to place their full name on a sign-in sheet.

~~3.~~4.8.3 Procedure.

A. The ~~Chairman~~Chairperson shall open the public hearing and may establish a time limit for the entire hearing and for individual speakers as authorized by law.

B. Speakers shall direct all comments to the Board and not pose questions to individual Directors or Staff. Debate and argument among the speakers, the audience, the Board or Staff shall not be allowed.

C. Directors or Staff may pose questions to speakers or to each other during the public hearing but should be mindful that the purpose of the hearing is to obtain testimony and not to debate or argue the merits of the matter.

D. The ~~Chairman~~Chairperson shall close the public hearing and no further testimony shall be solicited or received without reopening the public hearing.

~~3.~~4.9 CLOSED SESSIONS

~~3.~~4.9.1 The Board and committees may hold closed sessions during a meeting, or at any other time authorized by law, to consider or hear any matter which is authorized by law to be heard or considered in closed session.

~~3.~~4.9.2 During closed sessions, the Board or committee may exclude any person that the Board is authorized by law to exclude.

~~3.~~4.9.3 The results of any closed session, including any action taken, shall be announced in public session following the closed session and noted in the minutes of the meeting pursuant to law.

~~3.~~4.10 SITE VISITS

~~3.~~4.10.1 The Board or a committee may include site visits on the agenda for any meeting. Site visits are conducted for the purpose of gathering information about a specific project or a general matter within the jurisdiction of the District.

~~3.~~4.10.2 The Board or a committee may not take any action at a site visit.

~~3.~~4.10.3 Members of the public may attend the site visit, if practical, but no public comment or testimony shall be allowed.

~~3.~~4.10.4 Staff shall prepare and present a summary of the site visit at the following meeting and the summary shall be included in the minutes of the meeting.

~~3.~~4.11 TELECONFERENCE

~~3.~~4.11.1 Teleconference. TTD may use teleconference for any meeting to the extent authorized by the open meeting law. Directors, committee members and staff that intend to use teleconference for a meeting must notify and receive approval from Legal Counsel prior to the posting of the agenda.

A. Directors and committee members may not participate in meetings by teleconference unless the teleconference location is properly noticed and open to the public in accordance with the open meeting law.

B. Staff and third-party advisors may participate in meetings by teleconference as deemed necessary by the District Manager.

~~3.~~4.11.2 Permanent Teleconference Locations. [reserved]

~~3.~~4.12 MINUTES

~~3.~~4.12.1 Written Minutes. The Secretary shall keep written minutes of all meetings of the Board and committees. Copies of the draft written minutes shall be distributed to Directors and committee members as part of the supporting documents and information for the next regular meeting, at which time the Board or committee will consider approving the minutes as presented or with modification.

~~3~~4.12.2 Resolutions. Motions and resolutions shall be recorded in the minutes as having passed or failed and individual votes will be recorded. All resolutions

adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.

~~3.~~4.12.3 Contents of Minutes. In addition to other information specifically requested by the Board, the following information shall be included in the minutes, if relevant:

A. Date, place and type of each meeting;
B. Roll call and determination of quorum;
C. Directors or committee members present and absent by name;
D. Administrative staff present by name;
E. Call to order;
F. Approval of agenda;
G. Approval of the minutes or modified minutes of preceding meetings;
H. Record of the vote on every action item;
I. Summary of the deliberation for each action item;
J. Summary of public comment on each action item and the names of the speakers;
K. Summary record of staff reports;
L. Summary of public comment regarding matters not on the agenda and the names of the speakers;
M. Resolutions described as to their substantive content, whether they passed or failed, the individual votes recorded, and sequential numbering;
N. Record of all contracts and agreements, and any amendments, approved;
O. Approval of the annual budget;
P. Approval of any purchases or dispositions of District assets;
Q. Results of closed session action;
R. Time of meeting's adjournment.

~~3.~~4.12.4 Audio Recordings. Unless directed otherwise, the Secretary will make audio recordings of all meetings of the Board and committees. Members of the public may inspect the recordings without charge by requesting ~~a disc with~~ a copy of the recording from the Secretary.

45.0 CONFLICT OF INTEREST AND DISCLOSURE RULES

4.5.1 PUBLIC INTEREST

Directors and Staff members serve the District and the people of the region and have a responsibility to work diligently and competently to develop the regional transportation system envisioned by the states of California and Nevada. In carrying out their official duties, Directors and Staff members are expected to place a priority on their loyalty to the regional public interest rather than succumbing to the temptations of private or parochial interests. For the purposes of this Article, any reference to Directors also means alternates that are designated to serve on the Board in a Director's absence.

4.5.2 SOURCE OF RULES

~~This Article is based on provisions in the Compact which mandate conflict of interest and disclosure requirements for board members and employees of the Tahoe Regional Planning Agency. Compact, Art. III(a)(5). Those provisions in the Compact are similar to provisions in the California Political Reform Act, Cal. Gov. Code § 87100 et seq.~~ This Article shall be interpreted and applied in accordance with ~~relevant and~~ applicable conflict of interest laws and regulations established by (1) the TRPA Compact, (2) the State of California, and (3) the State of Nevada. Where California law applies and there is a conflict between this Article and the California Political Reform Act (Cal. Gov. Code § 87100 et seq.), the California Political Reform Act and other applicable California laws shall govern. Where Nevada law applies and there is a conflict between this Article and the Nevada Code of Ethical Standards (NRS 281A.400 et seq.), the Nevada Code of Ethical Standards and other applicable Nevada laws shall govern. ~~(i) case law regarding the Compact and the California Political Reform Act, (ii) regulations, opinions and informal advice letters of the California Fair Political Practices Commission, and (iii) published opinions and letter opinions issued by the California Attorney General.~~

4.5.3 WRITTEN DISCLOSURES

4.5.3.1 Each Director and Staff member shall file a disclosure of his economic interests in the region with the District within 10 days after taking his seat on the Board or being employed by the District and shall thereafter disclose any further economic interest which he acquires, as soon as feasible after he acquires it. Compact, Art. III(a)(5). An updated disclosure must be filed with the District no less than annually.

4.5.3.2 The disclosure must be in writing in a form to be provided by the District.

4.5.3.3 Economic interest means:

A. Any business entity operating in the region in which the Director or Staff member has a direct or indirect interest worth more than $1,000. Compact, Art. III(a)(5)(A).

B. Any real property located in the region in which the Director or Staff member has a direct or indirect interest worth more than $1,000. Compact, Art. III(a)(5)(B).

C. Any source of income attributable to activities in the region, other than loans by or deposits with a commercial lending institution in the regular course of business, aggregating $250 or more in value received by or promised to the Director within the preceding 12 months. Compact, Art. III(a)(5)(C). This provision does not apply to Staff members.

D. Any business entity operating in the region which the Director or Staff member is a director, officer, partner, trustee, employee or holds any position of management. Compact, Art. III(a)(5)(D).

~~4.~~5.4 DISQUALIFICATION

~~4.~~5.4.1 No Director or Staff member shall make, or attempt to influence, a District decision in which he knows or has reason to know he has an economic interest. Directors and Staff members must disqualify themselves from making or participating in the making of the decision when it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the economic interests of the Director or Staff member. Compact, Art. III(a)(5).

~~4.~~5.4.2 Economic interest has the same meaning as in Article 4.3.3 above.

~~4.~~5.4.3 Making a decision means determining to act, or not to act, on the following:

A. Voting on a matter.

B. Appointing a person to a position.

C. Obligating the District to a course of action.

D. Entering into a contract for the District.

~~4.~~5.4.4 Participating in the making of a decision means:

A. Negotiations without significant, independent, intervening substantive review by other Directors, Staff members or consultants.

B. Advice by way of research, investigations, or preparation of reports or analysis for the decision maker, if these functions are performed without significant, independent, intervening substantive review by other Directors, Staff members or consultants.

~~4.~~5.4.5 Participating in the making of a decision does not mean:

A. Action that is solely ministerial, secretarial, manual or clerical.

B. Appearances by a Director or Staff member before the Board for the purpose of representing the Director or Staff member's personal interests.

C. Action by a Director or Staff member with regard to the Director or Staff member's compensation for services or the terms or conditions of the Director or Staff member's employment contract.

~~4.~~5.5 DISQUALIFICATION PROCEDURE

~~4.~~5.5.1 Directors.

A. When a Director has an economic interest that may be affected by a decision of the District, the Director must notify the District Manager and Legal Counsel prior to the meeting of the Board.

B. The Director will consult with Legal Counsel and determine whether the Director is disqualified from the decision. Whenever possible, a decision will be segmented to limit the scope of the disqualification.

C. At the meeting of the Board, the Director must ~~publically~~publicly announce the economic interest and explain whether it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the economic interest of the Director.

D. If the Director is disqualified from a decision, the Director must leave the room during any discussion or deliberations on the matter in question and may not participate or be counted for purposes of a quorum. If a director is teleconferencing, he or she will turn off video and audio connections for the duration of the item.

E. Disqualified Directors will be legally required to participate and be counted for purposes of a quorum if an insufficient number of Directors remain to constitute a quorum, unless the Director was disqualified due to receipt of gifts from a source aggregating $250 or more in value.

F. If multiple Directors are disqualified, only the number of Directors needed to constitute a quorum will be allowed to participate. Disqualified Directors will be selected to participate by random drawing.

~~4.~~5.5.2 Staff members.

A. When a Staff member has an economic interest that may be affected by a decision of the District, the Staff member must notify the District Manager and Legal Counsel.

B. If the District Manager and Legal Counsel determine that the Staff member is disqualified from a decision, the District Manager and Legal counsel will determine a course of action to ensure that the Staff member does not participate in the decision. Whenever possible, a decision will be segmented to limit the scope of the disqualification.

~~4.~~5.6 COMPETING DUTIES

~~4.~~5.6.1 Directors represent both the District and the members of the Board. In certain circumstances, members of the Board may have interests that conflict with the interests of the District. These conflicts of interest may result in disqualification for Directors even if there is no disqualification under Article 4.4 above.

~~4.~~5.6.2 When a member has an interest in a decision of the District, its Director must ~~publically~~publicly announce the interest and explain why the interest either does or does not conflict with the interests of the District.

~~4.~~5.6.3 In the event that the interests of the member conflict with the interests of the District, the Director must disqualify himself from making or participating in the making of the decision, but may participate in discussion or deliberations on the matter.

~~4.~~5.7 BENEFITS TO DIRECTORS

~~4.~~5.7.1 Directors may not seek or accept gifts or services aggregating $250 or more in value during a calendar year from a single individual or company that seeks or does business with the District.

~~4.~~5.7.2 Directors must disclose the receipt of gifts and services in excess of $100 from a single individual or company that seeks or does business with the District. The disclosure must be in writing in a form to be provided by the District.

~~4.~~5.8 BENEFITS TO STAFF

~~4.~~5.8.1 Staff members and their immediate family members may not seek or accept any gift, service, favor, employment, engagement, or economic opportunity that would tend to improperly influence a reasonable person in his position to depart from the faithful and impartial discharge of his duties. TTD Human Resources Policies and Procedures, Sec. 4.16.

~~4.~~5.8.2 Staff members and their immediate family members may not seek or accept any gifts or services from individuals or companies that seek or do business with the District unless the transaction:

A. Is consistent with accepted business practices and gives no appearance of impropriety, such as meals with vendors, gifts of small value, tickets to events with vendors, and perishable items during the holidays;
B. Does not impose any sense of obligation on either the giver or the receiver;
C. Does not result in any kind of special or favored treatment for the giver;
D. Cannot be viewed as extravagant, excessive, or too frequent; and
E. Is given and received with no effort to conceal the full facts by either the giver or the receiver.

~~4.~~5.8.3 Staff members must disclose the receipt of gifts and services in excess of $100 from a single individual or company that seeks or does business with the District. The disclosure must be in writing in a form to be provided by the District.

~~5.~~6.0 PUBLIC RECORDS POLICY

~~5.~~6.1 PURPOSE

The District is committed to transparency in the conduct of its business. This Article provides a policy for record requests so that the public has clear expectations regarding the accessibility of the District's records and the District has defined procedures for responding to record requests.

~~5.~~6.2 PUBLIC RECORD REQUESTS

~~5.~~6.2.1 Public records which are not exempt from disclosure shall be open to inspection and copying by members of the public. The District will refer to the Federal Freedom of Information Act (5 U.S.C.A. §552), including listed exemptions and judicial interpretations, as guidance in responding to record requests.

~~5.~~6.2.2 Public records means all tangible recordings of information that are created or obtained by the District in connection with the performance of its business and in its possession and control at the time a public record request is made. Tangible recordings of information include all papers, letters, reports, books, maps, charts, blueprints, drawings, photographs, films, or other documentary materials, including those in electronic form.

~~5.~~6.2.3 Only existing public records may be requested. The District is not required to answer questions, render opinions, or provide subjective evaluations in response to record requests.

~~5.~~6.3 REQUEST PROCEDURE

~~5.~~6.3.1 To request a copy of a public record, the requester must complete and submit a record request form provided by the District.

~~5.~~6.3.2 The request must include sufficient information to allow Staff to identify the record. Records may be requested in any medium in which the record is readily available.

~~5.~~6.3.3 Staff will respond to record requests within 10 business days with an estimate of the actual cost of making the records available. The requester will be charged for the actual cost of making the records available, including costs of creating copies, Staff time to locate, assemble and copy the records, and Staff time to inspect the records to determine whether all or part of the record is exempt from disclosure.

~~5.~~6.3.4 The requester will be required to deposit the full amount of the estimate with the District prior to any costs being incurred by the District. Payment must be made in cash or certified check or money order. No personal checks or credit/debit cards will be accepted.

~~5.~~6.3.5 After the requester provides the deposit, Staff will make the records available within 15 business days. If Staff cannot make the records available within 15 business days, Staff will notify the requester and provide a time after which the records will be available. Staff will notify the requester if the office does not possess the information and provide the name and address of the entity that does, if known. Staff will notify the requester if all or a portion of the records are exempt from disclosure and cite authority to deny the request.

~~5.~~6.3.6 If the actual cost of providing the records is less than the deposit paid by the requester, the District will refund the difference to the requester. If the actual cost of providing the

copies is more than the deposit paid by the requester, the District will not provide the records until the balance is paid in full.

~~5.~~6.3.7 Staff will make the records available to be retrieved at the District's offices. The deposit paid by the requester will be forfeited if the records are not retrieved.

~~5.~~6.4 FEE SCHEDULE

~~5.~~6.4.1 Fees for public record requests shall be based on the actual cost to assemble, prepare and reproduce the records.

~~5.~~6.4.2 The District Manager shall establish a fee schedule and shall update the fee schedule as necessary. The requester will be charged for Staff time to be billed in increments of 15 minutes. The requester will be charged for the costs of creating hard copies and electronic copies of the records. The District will not charge for any other costs without the prior written consent of the requester.

~~5.~~6.4.3 The fee schedule shall be posted at the front counter of the District's offices and shall be made available upon request.

~~6~~7.0 RECORD RETENTION SCHEDULE

~~6~~7.1 PURPOSE

To ensure the necessary records and documents of the Tahoe Transportation District (TTD) are adequately protected and maintained and to ensure records that are no longer needed or are of no value are discarded at the proper time. This policy applies to all records generated in the course of business, including both original documents and reproductions. This policy also ensures legal compliance.

~~6~~7.2 SCHEDULE

~~6~~7.2.1 The Record Retention Schedule (Appendix A) identifies the minimum time period the listed records must be retained, on-site storage timelines and off-site storage timelines. Once the on-site retention time has been completed, the records may be transferred to electronic storage for the remainder of the off-site retention period.

~~6~~7.3 REQUEST FOR DOCUMENTS

~~6~~7.3.1 In the event TTD is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning TTD, any disposal of documents shall be suspended until legal counsel determines otherwise.

~~6~~7.4 DISPOSITION

~~6~~7.4.1 Disposition of the records may be by recycling or if the records contain confidential information, they should be shredded. A record of disposed documents shall be kept noting the records being disposed, how they were disposed and when they were disposed.

~~6~~7.5 RETENTION PERIOD

~~6~~7.5.1 All record retention periods start on the last day of the year in which the records were created.

Appendix A
Record Retention Schedule

Document	Retention Period	On-Site Storage	Off-Site Storage
Annual Audits	Permanent	Bound	Permanent
Auditor's work papers	7 years	Until completion of annual audit	7 years
Budgets (Original, Adjusted, Final)	7 years	Until completion of annual audit	7 years
A/P Transaction Detail	7 years	Until completion of annual audit	7 years
A/P Vendor files	7 years	Until completion of annual audit	7 years
A/P Construction Reports	7 years	Until completion of annual audit	7 years
A/P Encumbrance listings	7 years	Until completion of annual audit	7 years
General Ledgers	7 years	Until completion of annual audit	7 years
General ledger-audit report	Permanent	1 year	Permanent
A/R Invoices	7 years	Until completion of annual audit	7 years
A/R Transaction Details	7 years	Until completion of annual audit	7 years
Journal entries	7 years	Until completion of annual audit	7 years
Purchase Orders & Logs	7 years	Until completion of annual audit	7 years
Check registers, bank statements, deposit slips & reconciliations	7 years	Until completion of annual audit	7 years
Expense Reports	3 years	1 year	3 years
Petty cash records	3 years	Until completion of annual audit	3 years
Financial Statements-(Monthly) Rev&Exp	7 years	Until completion of annual audit	7 years
Financial Statements-(Annual) Rev&Exp	Permanent	Until completion of annual audit	Permanent
Billings (including to NDOT/ FHWA)	7 years	Until completion of annual audit	7 years
Bids and Requests for Bids > $5,000 & < $10,000	Permanent	Successful bids-until completion of contract. Unsuccessful bids-until bid award	Permanent
Bids and Requests for Bids > $10,000 & < $5,000	7 years	Successful bids-until completion of contract. Unsuccessful bids-until bid award	7 years
Bid Specifications and Legal Notices	7 years	Until completion of contract	7 years
Letters of Credit (FTA Drawdown)	7 years	Until completion of annual audit	7 years
Contractor/Construction Claims/claims lists	7 years after settled	Until settled	7 years after settled
Expenditures, ledgers	7 years	Until completion of annual audit	7 years

Document	Retention Period	On-Site Storage	Off-Site Storage
Fixed Assets & Inventories (depreciation & acquisition reports)	7 years after superseded	2 years	7 years after superseded
Property & equipment-records & inventories	1 year after superseded	1 year after superseded	
Vehicle logs-staff cars	1 year	1 year	
Vehicle maintenance records	Life of vehicle (+ 3 years)	Life of vehicle (+ 3 years)	
Sale of surplus goods to public-records and notices of fixed asset disposal	7 years	Until completion of annual audit	7 years
Leases	3 years after termination	1 year after termination	3 years after termination
Employee files	Permanent	Permanent	
Employee-W-2's	7 years	6 months after calendar year-end	7 years
Employee-COBRA	Permanent	2 years after termination	Permanent
Employee-Contracts & agreements (administrative)	6 years after termination	1 year after termination	6 years after termination
Employee-Payroll registers	7 years	Until completion of annual audit	7 years
Employee-Payroll reports (JE to jobs)	7 years	Until completion of annual audit	7 years
Employee-Retirement & deductions reports	Permanent	Until completion of annual audit	Permanent
Insurance claims-vehicles/accidents	3 years after final settlement of claim	3 years after settlement	
Insurance policies-Assets	7 years after expiration	1 year after expiration	7 years after expiration
Grants – Fiscal records	7 years after grant close-out	2 years after close-out	7 years after close-out
Grants-Proposals, reports & results	7 years after grant close-out	2 years after close-out	7 years after close-out
Grants-Project files	7 years after grant close-out	2 years after close-out	7 years after close-out
Contracts & agreements (budgets)	1 year after completed or terminated	1 year after completed or terminated	
Correspondence-Administrative	Permanent	2 years	Permanent
Correspondence-General	Purge annually of unneeded material	Purge annually of unneeded material	

Document	Retention Period	On-Site Storage	Off-Site Storage
Correspondence-Complaints & Inquiries	1 year after response/ resolution	1 year after response/ resolution	
Agenda Material	Permanent	6 years	Permanent
Directives of Manager	Permanent	5 years	Permanent
Minutes of formal negotiations	Permanent	2 years	Permanent
Proclamations and resolutions	Permanent	Included in agenda materials	Permanent
Minutes of commission/board meetings	Permanent	Included in agenda materials	Permanent
Audio recordings of commission/board meetings	1 year	1 year	
Committee files–agendas, minutes, member lists, appointments	Permanent	8 years	Permanent
Agency regulations, policies & procedures	6 years after superseded	1 year after superseded	6 years after superseded
Planning Files – proposed systems	3 years	3 years	
Project files	6 years permanent	3 years after final action	6 years
Project review files	10 years	3 years	10 years
Manuals of Procedure	3 years after superseded	3 years after superseded	
Standards, procedures & documentation for users of equipment	Until superseded	Until superseded	
Planning documents: TIP, UWP, SRTP, RTP, etc.	Permanent	3 years	Permanent
Route files	3 years	Contents of files purged of older materials	

~~7.~~8.0 Public Participation for Fare Increases and Major Service Reductions

~~7.~~8.1 PURPOSE

In October 2016, TTD became a grantee under 49 U.S.C. 5307. Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction. 49 U.S.C. 5307(c)(1)(I); FTA Comprehensive Review Guide Fiscal Year 2017, p. 244; FTA Circular 9030.1E, Sec. VI(1)(a)(1)(12).[1]

~~7.~~8.2 DEFINITIONS

~~7.~~8.2.1 As determined by TTD, "major service reduction" means a decrease of 25% or more in daily revenue service hours, or daily revenue service miles, for the route being modified. This does not include a temporary change as would occur, for example, for a special event or seasonal service or to address emergency or other operating conditions.

A. "Daily revenue service hours" means the number of hours a bus operates while carrying passengers.

B. "Daily revenue service miles" means the number of miles a bus operates while carrying passengers.

~~7.~~8.3 SOLICIT PUBLIC COMMENT

~~7.~~8.3.1 TTD's Board of Directors will solicit public comment before approving any fare increase or major service reduction.

~~7.~~8.3.2 TTD's Board of Directors will solicit public comment by providing notice of the following:

A. Notice of the proposed fare increase or major service reduction;

B. Notice that interested persons may submit public comment in writing at TTD's administrative offices;

C. Notice that interested persons may submit public comment orally or in writing at a public hearing; and

D. Notice of the time and date of the public hearing.

~~7.~~8.3.3 TTD will provide notice on qualifying changes at least 14 calendar days prior to the public hearing by, but is not limited to:

A. Posting on TTD's website;

B. Posting on TTD's vehicles; and

[1] Note also, that Title VI currently requires transit providers that operate 50 or more fixed route vehicles in peak service and are located in urbanized areas of 200,000 or more people to develop and adopt a "major service change policy." FTA C 4702.1B, IV-10, Sec. 7. In particular, providers must conduct a special "service equity analysis" whenever there is a change planned. TTD does not currently operate 50 or more fixed route vehicles in peak service so these requirements do not apply to TTD.

C. Posting at TTD's transit facilities.

~~7.~~8.3.4 TTD shall provide notice of the public hearing by posting notice of the meeting pursuant to TTD's Open Meeting Law policy.

~~7.~~8.4 CONDUCT PUBLIC HEARING TO RECEIVE PUBLIC COMMENT

~~7.~~8.4.1 TTD's Board of Directors will conduct a public hearing to receive public comment before approving any fare increase or major service reduction. The public hearing may be conducted at any regular or special meeting of TTD's board of directors.

~~7.~~8.4.2 The hearing will include a staff presentation on the proposed fare increase or major service reduction.

~~7.~~8.4.3 Interested persons will have an opportunity to submit written materials and speak at the public hearing pursuant to TTD's procedures for public hearings. See Board and Committee Meetings, Sec. 3.8.

~~7.~~8.5 CONSIDER PUBLIC COMMENT

~~7.~~8.5.1 TTD's Board of Directors will consider any public comment received and may require additional input from staff before taking action.

~~7.~~8.5.2 Any oral public comment received shall be included in the meeting minutes.

~~7.~~8.5.3 Any written public comment received shall be included in the record of the meeting.

~~7.~~8.6 TAKE ACTION

~~7.~~8.6.1 TTD's Board of Directors may approve the fare increase or major service reduction at the meeting where it receives public comment, or may delay taking action until a future meeting.

~~APPENDICE~~

~~TAHOE REGIONAL PLANNING COMPACT ARTICLE IX – TRANSPORTATION DISTRICT~~

~~(a)The Tahoe Transportation District is hereby established as a special purpose district. The boundaries of the district are coterminous with those of the region1. P.L. 96-551 (Art. IX(a)).~~

~~(b) The business of the district shall be managed by a board of directors consisting of:~~

~~(1) One member of the county board of supervisors of each of the counties of El Dorado and Placer who must be appointed by his respective board of supervisors. P.L. 96551 (Art. IX(b)(1)),2 as amended by CA S.B. 815 (Art. IX(b)(1))3 and NV S.B. 24 (Art. IX(b)(1)).~~

~~(2) One member of the city council of the City of South Lake Tahoe who must be appointed by the city council. P.L. 96-551 (Art. IX(b)(2)), as amended by CA S.B. 815 (Art. IX(b)(2))4 and NV S.B. 24 (Art. IX(b)(2)).~~

~~1 The term "region" is defined as follows: "'Region,' includes Lake Tahoe, the adjacent parts of Douglas and Washoe Counties and Carson City, which for the purposes of this compact shall be deemed a county, lying within the Tahoe Basin in the State of Nevada, and the adjacent parts of the counties of Placer and El Dorado lying within the Tahoe Basin in the State of California, and that additional and adjacent part of the county of Placer outside of the Tahoe Basin in the State of California which lies southward and eastward of a line starting at the intersection of the basin crestline and the north boundary of section 1, thence west to the northwest corner of section 3, thence south to the intersection of the basin crestline and the west boundary of section 10; all sections referring to township 15 north, range 16 east, M. D. B. & M. The region defined and described herein shall be as precisely delineated on official maps of the agency." P.L. 96-551 (Art. II(a)).~~

~~2 P.L. 96-551 (Art. IX(b)(1)) states "One member of the county board of supervisors of each of the counties of El Dorado and Placer."~~

~~3 This is the language from NV S.B. 24 (Art. IX(b)(1)). CA S.B. 815 (Art. IX(b)(1)) states "One member of the Board of Supervisors of each of the Counties of El Dorado and Placer appointed by the respective board of supervisors."~~

~~4 This is the language from NV S.B. 24 (Art. IX(b)(2)). CA S.B. 815 (Art. IX(b)(2)) states "One member of the City Council of South Lake Tahoe appointed by the city council."~~

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(3) One member each of the board of county commissioners of Douglas County and of Washoe County who must be appointed by his respective board of county commissioners. P.L. 96-551 (Art. IX(b)(3)), as amended by CA S.B. 815 (Art. IX(b)(3))5 and NV S.B. 24 (Art. IX(b)(3)).

(4) One member of the board of supervisors of Carson City who must be appointed by the board of supervisors. P.L. 96-551 (Art. IX(b)(4)), as amended by CA S.B. 815 (Art. IX(b)(4))6 and NV S.B. 24 (Art. IX(b)(4).

(5) One member of the South Shore Transportation Management Association or its successor organization who must be appointed by the association or its successor organization. Added by CA S.B. 815 (Art. IX(b)(5))7 and NV S.B. 24 (Art. IX(b)(5)).

(6) One member of the North Shore Transportation Management Association or its successor organization who must be appointed by the association or its successor organization. Added by CA S.B. 815 (Art. IX(b)(6))8 and NV S.B. 24 (Art. IX(b)(6)).

(7) One member of each local transportation district in the region that is authorized by the State of Nevada or the State of California who must be appointed by his respective transportation district. Added by CA S.B. 815 (Art. IX(b)(7))9 and NV S.B. 24 (Art. IX(b)(7)).

(8) One member appointed by a majority of the other voting directors who represents a public or private transportation system operating in the region. Added by CA S.B. 815 (Art. IX(b)(8)) and NV S.B. 24 (Art. IX(b)(8)).

5 This is the language from NV S.B. 24 (Art. IX(b)(3)). CA S.B. 815 (Art. IX(b)(3)) states "One member each of the Board of County Commissioners of Douglas County and Washoe County appointed by the respective board of county commissioners."

6 This is the language from NV S.B. 24 (Art. IX(b)(4)). CA S.B. 815 (Art. IX(b)(4)) states "One member of the Board of Supervisors of Carson City appointed by the board of supervisors."

7 This is the language from NV S.B. 24 (Art. IX(b)(5)). CA S.B. 815 (Art. IX(b)(5)) states "One member of the South Shore Transportation Management Association, or its successor organization, appointed by the association."

8 This is the language from NV S.B. 24 (Art. IX(b)(6)). CA S.B. 815 (Art. IX(b)(6)) states "One member of the North Shore Transportation Management Association, or its successor organization, appointed by the association."

9 This is the language from NV S.B. 24 (Art. IX(b)(7)). CA S.B. 815 (Art. IX(b)(7)) states "One member of each local transportation district in the region that is authorized by the State of Nevada or the State of California." NV S.B. 24 (Art. IX(b)(7)) is more clear about appointment but both are "substantively identical enactments" since, as a practical matter, the district will have to make the appointment either directly or by delegation.

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(9) The director of the California Department of Transportation. P.L. 96-551 (Art. IX(b)(5)).10

(10) The director of the department of transportation of the State of Nevada. P.L. 96-551 (Art. IX(b)(6)).11

(c)Any entity that appoints a member to the board of directors, the director of the California Department of Transportation or the director of the department of transportation of the State of Nevada may designate an alternate. P.L. 96-551 (Art. IX(b)),12 as amended by CA S.B. 815 (Art. IX(c))13 and NV S.B. 24 (Art. IX(b)).

(d) Before a local transportation district appoints a member to the board of directors pursuant to (b)(7) above, the local transportation district must enter into a written agreement with the Tahoe transportation district that sets forth the responsibilities of the districts for the establishment of policies and the management of financial matters, including, but not limited to, the distribution of revenue among the districts. Added by CA S.B. 815 (Art. IX(d))14,15 and NV S.B. 24 (Art. IX(c)).

(e)The directors of the California Department of Transportation and the department of transportation of the State of Nevada, or their designated alternates, serve as nonvoting

10 Best drafting practices would have this state "The Director of the Department of Transportation of the State of California." See e.g. CA S.B. 815 (Art. IX(b)(9)).

11 Best drafting practices would have this state "The Director of the Department of Transportation of the State of Nevada." See e.g. CA S.B. 815 (Art. IX(b)(10)).

12 P.L. 96-551 (Art. IX(b)) originally stated that "Any director may designate an alternate."

13 This is the language from NV S.B. 24 (Art. IX(b)). CA S.B. 815 (Art. IX(c)) states "Any appointing authority may designate an alternate." NV S.B. 24 (Art. IX(b)) is more clear about identifying the "appointing authority" for each member but both are "substantively identical enactments" since the "appointing authority" would be the same under both.

14 This is the language from NV S.B. 24 (Art. IX(c)). CA S.B. 815 (Art. IX(d)) states "Before a member is appointed pursuant to paragraph (7) of subdivision (b), the local transportation district of which the person is a member and the Tahoe Transportation District shall agree in writing on the allocation of fiscal and policy responsibilities between the two entities, including, but not limited to, the distribution of revenue." Both provisions are "substantively identical enactments" regarding agreements on responsibilities for fiscal policies and management, including the distribution of transportation revenues that may be available to both districts.

15 CA S.B. 815 also included the following provision which was not included in NV S.B. 24: "If the Legislature of the State of California or the State of Nevada authorizes the creation of local transportation districts at Lake Tahoe, these local districts shall be entitled to a voting seat on the board of directors. Prior to assuming that seat, the local district and the district shall agree in writing on the allocation of fiscal and policy responsibilities between the two entities, including, but not limited to, the distribution of any voter-approved revenues. If a seat is assumed under this subdivision, the voting requirements under subdivision (e) shall be deemed adjusted." CA S.B. 815 (Art. IX(h)(11)). This language is "substantively identical" to the duplicative language in CA S.B. 815 (Art. IX(d)) and NV S.B. 24 (Art. IX(c)).

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directors, but shall provide technical and professional advice to the district as necessary and

appropriate. Added by CA S.B. 815 (Art. IX(e))16 and NV S.B. 24 (Art. IX(d)).

(f) The affirmative vote of at least a majority of the directors shall be required for the transaction of any business of the board of directors. If a majority of votes in favor of an action are not cast, an action of rejection shall be deemed to have taken place. P.L. 96-551 (Art. IX(e)),17 as amended by CA S.B. 815 (Art. IX(f)) and NV S.B. 24 (Art. IX(e)).18

(g) The district may by resolution establish procedures for the adoption of its budgets, the appropriation of its money, and the carrying on of its other financial activities. Those procedures shall conform insofar as is practicable to the procedures for financial administration of the State of California or the State of Nevada or one or more of the local governments in the region. Added by CA S.B. 1308 (Art. IX(d)) and NV S.B. 441 (Art. IX(d)).19

(h) The district may, in accordance with its adopted transportation plan, do all of the following:

(1) Own and operate a public transportation system to the exclusion of all other publicly owned transportation systems in the region. P.L. 96-551 (Art. IX(d)(1)).

(2) Own and operate support facilities for public or private transportation systems, including, but not limited to, parking lots, maintenance facilities, terminals, and related equipment, including revenue collection devices. Added by CA S.B. 815 (Art. IX(h)(2)) and NV S.B. 24 (Art. IX(g)(2)).20

16 This is the language from NV S.B. 24 (Art. IX(d)). CA S.B. 815 (Art. IX(e)) states "The Director of the Department of Transportation of the State of California and the Director of the Department of Transportation of the State of Nevada shall serve as nonvoting directors, but shall provide technical and professional advice to the district as necessary and appropriate." NV S.B. 24 (Art. IX(d)) is more clear about the fact that the directors' alternates also cannot vote but both are "substantively identical enactments."

17 P.L. 96-551 (Art. IX(e)) originally stated that "The vote of at least five of the directors must agree to take action. If at least five votes in favor of an action are not cast, an action of rejection shall be deemed to have been taken." That provision needed to be amended for clarification purposes as additional members were added to the board of directors.

18 This is the language in CA S.B. 815 (Art. IX(f)). NV S.B. 24 (Art. IX(e)) states "The vote of a majority of the directors must agree to take action. If a majority of votes in favor of an action are not cast, an action of rejection shall be deemed to have taken place." CA S.B. 815 (Art. IX(f)) is more clear about the purpose of a vote of the board of directors, but both are "substantively identical enactments."

19 The 1997 amendments to the Compact repeated some of the 1984 amendments as if the 1984 amendments had not become effective, but for some reason treated this section as already having become effective. See CA S.B. 815 (Art. IX(g)) and NV S.B. 24 (Art. IX(f)).

20 This is the language in CA S.B. 815 (Art. IX(h)(2)). NV S.B. 24 (Art. IX(g)(2) states "Own and operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment." Both are "substantively identical enactments."

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(3) Acquire and enter into agreements to operate upon mutually acceptable terms any public or private transportation system or facility within the region. P.L. 96-551 (Art. IX(d)(2)),21 as amended by CA S.B. 815 (Art. IX(h)(3)) and NV S.B. 24 (Art. IX(g)(3)).22

(4) Hire the employees of existing public transportation systems that are acquired by the district, without loss of benefits to the employees, bargain collectively with the employees, and extend pension and other collateral benefits to the employees. P.L. 96-551 (Art. IX(d)(3)).

(5) Fix the rates and charges for transportation services provided pursuant to this article. P.L. 96-551 (Art. IX(d)(4)),23 as amended by CA S.B. 815 (Art. IX(h)(5)) and NV S.B. 24 (Art. IX(g)(7)).

(6) Issue revenue bonds and other evidence of indebtedness and make other financial arrangements appropriate for developing and operating a public transportation system. P.L. 96-551 (Art. IX(d)(5)),24 as amended by CA S.B. 1308 (Art. IX(e)6)) and NV S.B. 441 (Art. IX(e)(6)).25

(7) Contract with private companies to provide supplementary transportation or provide any of the services needed in operating a system of transportation in the region. Added by CA S.B. 1308 (Art. IX(e)(4)) and NV S.B. 441 (Art. IX(e)(4)).26

(8) Contract with local governments in the region to operate transportation facilities and services under mutually agreeable terms and conditions. Added by CA S.B. 815 (Art. IX(h)(5)) and NV S.B. 24 (Art. IX(g)(6))

21 P.L. 96-551 (Art. IX(d)(2)) states "Acquire upon mutually agreeable terms any public transportation system or facility owned by a county, city or special purpose district within the region."

22 This is the language from CA S.B. 815 (Art. IX(h)(3)). NV S.B. 24 (Art. IX(g)(3)) states "Acquire or agree to operate upon mutually agreeable terms any publicly or privately owned transportation system or facility within the region." CA S.B. 815 (Art. IX(h)(3)) is stated a little more simply but both are substantively identical.

23 P.L. 96-551 (Art. IX(d)(4)) originally stated "Fix the rates and charges for transit services provided pursuant to this subdivision."

24 P.L. 96-551 (Art. IX(d)(5)) originally stated "Issue revenue bonds and other evidence of indebtedness."

25 The 1997 amendments to the Compact repeated some of the 1984 amendments as if the 1984 amendments had not become effective, but for some reason treated this section as already having become effective. See CA S.B. 815 (Art. IX(h)(6)) and NV S.B. 24 (Art. IX(g)(8)).

26 The 1997 amendments to the Compact repeated some of the 1984 amendments as if the 1984 amendments had not become effective. For some reason, this section was treated as already having become effective. See CA S.B. 815 (Art. IX(h)(7)) and NV S.B. 24 (Art. IX(g)(5)).

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(9) By resolution, determine and propose for adoption a tax for the purpose of obtaining services of the district. The proposed tax shall be of general and of uniform operation throughout the region and may not be graduated in any way, except for a sales and use tax. If a sales and use tax is approved by the voters, as provided in this paragraph, it may be administered through the State of California and the State of Nevada, respectively, in accordance with the laws that apply within their respective jurisdictions and shall not exceed a rate of 1 percent of the gross receipts from the sale of tangible personal property sold in the district. The district is prohibited from imposing an ad valorem, a tax measured by gross or net receipts on business, a tax or charge that is assessed against persons or vehicles as they enter or leave the region, or any tax, direct or indirect, on gaming27 tables and devices. Any such proposition shall be submitted to the voters of the district and shall become effective upon approval in accordance with the applicable voter approval requirement for the voters voting on the proposition who reside in the State of California and upon approval in accordance with the applicable voter approval requirement for the voters voting on the proposition who reside in the State of Nevada. The revenues from the tax shall be used for the services for which it was imposed and for no other purpose. P.L. 96-551 (Art. IX(d)(6)),28 as amended by CA S.B. 815 (Art. IX(h)(9)) and NV S.B. 24 (Art. IX(g)(9)).29

(10) Provide services from inside the region to convenient airport, railroad, and bus terminals without regard to the boundaries of the region. P.L. 96-551 (Art. IX(d)(7)).

(i) The Legislature of the State of California and the Legislature of the State of Nevada may, by substantively identical enactments, amend Article IX of the Compact. P.L. 96-551 (Art. IX(e)).

27 The term "gaming" is defined as follows: "'Gaming' means to deal, operate, carry on, conduct, maintain or expose for play any banking or percentage game played with cards, dice or any mechanical device or machine for money, property, checks, credit or any representative of value, including, without limiting the generality of the foregoing, faro, monte, roulette, keno, bingo, fantan, twenty-one, blackjack, seven-and-a-half, big injun, Klondike, craps, stud poker, draw poker or slot machine, but does not include social games played solely for drinks, or cigars or cigarettes served individually, games played in private homes or residences for prizes or games operated by charitable or educational organizations, to the extent excluded by applicable State law." P.L. 96-551 (Art. II(f))

28 P.L. 96-551 (Art. IX(d)(5)) originally stated "By resolution, determine and propose for adoption a tax for the purpose of obtaining services of the district. The tax proposed must be general and of uniform operation throughout the region, and may not be graduated in any way. The district is prohibited from imposing an ad valorem tax, a tax measured by gross or net receipts on business, a tax or charge that is assessed against people or vehicles as they enter or leave the region, and any tax, direct or indirect, on gaming tables and devices."

29 This is the language in CA S.B. 815 (Art. IX(h)(9)). The language in NV S.B. 24 (Art. IX(g)(9)) is almost identical except that the order of the prohibited taxes is different, and the word "must" is used instead of "shall."

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1.0 GENERAL

1.1 PURPOSE

The Board intends to maintain this Handbook as a comprehensive listing of the District's policies and procedures in order to serve as a resource for Directors, Staff and members of the public to determine the manner in which the District conducts business.

1.2 ADOPTION AND AMENDMENT

1.2.1 The District is expressly authorized to adopt procedures for the adoption of its budgets, the appropriation of its money, and the carrying on of its other financial activities, and impliedly authorized to adopt all other necessary policies and procedures. Compact, Art IX(g).

1.2.2 Procedures and policies shall be established by resolution of the Board and must conform, insofar as practicable, to the procedures for financial administration of the State of California or the State of Nevada or one or more of the local governments in the region. Compact, Art IX(g).

1.2.3 This Handbook shall be reviewed and amended, as necessary, on an ongoing basis.

1.3 DEFINITIONS

1.3.1 Capitalized terms used in this Handbook and not otherwise defined shall have the following meanings:

A. Board means the Board of Directors of the District.
B. Chair means the Chairperson of the Board, as elected bi-annually by the Directors.
C. Compact means the Tahoe Regional Planning Compact adopted by the governors of the State of California and the State of Nevada and ratified by Congress in Public Law 96-551, of which Article IX may be amended by substantively identical legislative enactments by the legislatures of the States of California and Nevada.
D. Director means the director appointed or designated to represent each member of the District.
E. District means the Tahoe Transportation District.
F. District Manager means the chief executive office of the District, as appointed by the Board.
G. Handbook means this Policies and Procedures Handbook.
H. Legal Counsel means the attorney for the District, as appointed by the Board.
I. Secretary means the Secretary for the District. This role is usually filled by the Clerk to the Board or other staff as designated.
J. Staff means the officers and employees of the District.

1.4 LIBERAL CONSTRUCTION AND DEVIATION

This Handbook shall be liberally construed to secure efficient and economical determinations of all matters before the Board and Staff. The Board and Staff may deviate from this Handbook to

the extent that strict compliance is impracticable or unnecessary, and not otherwise prohibited by law.

2.0 GOVERNANCE POLICIES

2.1 ROLES AND RESPONSIBILITIES

2.1.1 Purpose of the Board. The primary responsibilities of the TTD Board are to:

- Support TTD's core values (to be determined)
- Adhere to fiduciary responsibilities by adopting the District budget and adhering to fiscal policies
- Provide clear policy direction that supports regional transportation solutions
- Fulfill TTD's statutory requirements as described in the Compact
- Support staff carrying out the Board's direction
- Ensure board members are accountable for implementing high quality governance and adherence to protocols and policies
- Represent the needs of individual board seats, as well as the needs of the District (or Tahoe Basin) as a whole
- Uphold TTD's mission
- Hire, evaluate and, when necessary, discharge the District Manager
- Appoint legal counsel for the District

2.1.2 Role of the Chair. See Section #

2.1.3 Interaction with Staff. One of the most important relationships that exists is that between the Board and the District Manager and staff. It is essential that the ongoing governance relationships be clearly defined, collaborative and based upon mutual trust and respect. Such a relationship ensures the best governance results. It should provide clear direction, in an open and transparent manner.

A. Requests for Information. Director's initial request for information is made to the District Manager, thereby allowing the District Manager to delegate response.

B. Requests for Requiring Resources. Requests requiring resources, small or large, should be made through the District Manager to ensure the best outcome. Requests should have a nexus to the Strategic Plan/Strategic Priorities. Necessary resources should be identified and should be considered in context of other priorities already identified, and which may have to be deferred or eliminated.

C. Staff Evaluation. The District Manager is responsible for staff performance and performance evaluation. The evaluation of the District Manager provides the opportunity for the Board to supply feedback on performance.

2.1.4 Role of Committees/Committee Chairs (see Section 2.7)

2.2 COMMUNICATION

2.2.1 Communication during Board meetings. Communication among Board members during Board meetings will follow the adopted Board norms. During Board meetings, Board members will not receive individual electronic communication on topics before the Board. Board meeting agendas will include a statement to this effect to ensure the public is aware that electronic communications will not be reviewed or considered. During Board meetings, in the interest of transparency and to minimize distractions, Board members are encouraged not to use electronic devices to communicate with Board members or any other person on items before the

Board. Other uses of electronic devices during meetings should be limited to instances where a family or business situation makes the communication necessary, at the discretion of the Board member. Posting to social media should not occur during a Board meeting.

2.2.2 Communication with the community. Board members are encouraged to engage with the community in an appropriate manner by being as responsive as possible, returning phone calls and e-mail inquiries in a timely manner and meeting with residents, partners and stakeholders as feasible and appropriate. With electronic communications, including social media posts, Board members will use the same level of professionalism as in public meetings. Confidential or sensitive information (i.e., closed session discussions) will not be disclosed in any circumstances, including via electronic communication.

2.2.3 Communication with the Media. To ensure the quality and consistency of information disseminated to media sources from the TTD Board the following guidance will be followed except where first amendment principles are implicated:

A. All media inquiries are to be handled by the District Manager or his or her designee and/or the Chairperson regardless of who the media representative is or whom he or she represents.

B. All press releases or other promotional materials are to be approved by the District Manager or his or her designee prior to dissemination and/or the Chairperson.

2.3 BOARD OPERATIONS

2.3.1 Agenda development/planning. See Section 2.7

2.3.2 Self-evaluation. Conducting a governance self-evaluation demonstrates accountability to the community and the interest of the governance team to strengthen and improve governance practices. Board governance sessions are an opportunity to discuss Board effectiveness and measure adherence to adopted protocols. This can be done through an annual retreat, or survey. If conducted electronically, the board can review responses at an in-person meeting. Following the evaluation, the Board may discuss strategies for strengthening Board performance and evaluating priorities.

2.3.3 Board make-up (seats/alternates). See Section #

2.3.4 Board training. The Board will invest in training, development and orientation to assure excellence in governance. For example:

A. Board members shall be offered and encouraged to receive training in the skills of effective governance, communication and decision making.

B. The Board and Committee chairs are encouraged to receive training in the facilitation of meetings.

C. Board members shall comply with state mandated training.

2.3.5 Board orientation. The Board recognizes the importance of welcoming and helping transition new Board members onto the TTD Board. To help with orientation:

A. Current Board Members are encouraged to send welcome letters and reach out to new members.

B. The District Manager will prepare orientation materials for new members and schedule an initial meeting with to establish early and direct communication, and select orientation options based on past experience.

C. Key staff, will offer orientation to new Board members regarding the District's key responsibilities and functions.
D. The Board will provide opportunities for new members to spend time with veteran member, conduct site visits and share information about Board assignments.
E. The Board will schedule a governance discussion meeting to provide an opportunity to share personal aspirations and to review, discuss and re-confirm the adopted governance protocols as documented in the Policies and Procedures Manual.

2.3.6 Board norms/ground rules/code of conduct. The Board will:

A. Work together, modeling teamwork and civility for our community
B. Demonstrate honesty and integrity in every action
C. Share information and avoid surprises
D. Disagree agreeably and professionally
E. Work for the common good, not personal interest
F. Strive for win-win – work toward consensus and seek common ground
G. Honor "discussion" before "decisions" – reserve formal motions until initial discussions have taken place
H. Attend Board meetings fully prepared, on time and focused
I. Support working together toward the common vision and strategic goals even if our approach differs
J. Focus on effective governance and will support the District Manager in managing the District
K. Support the legitimacy of Board decisions, even if you personally disagree
L. Show respect for the issues in each other's jurisdictions

2.3.7 Conflicts of interest. See Section #

2.3.6 Public comment. See Section #

3.0 BOARD OF DIRECTORS AND COMMITTEES

3.1 AUTHORITY

3.1.1 The Board is the authority for the District. Directors and committee members shall have no individual authority apart from their normal function as a part of the Board or committee. As individuals, Directors and committee members may not commit the District to any policy, act, or expenditure.

3.1.2 Directors and committee members shall not discuss District business with the media, and shall direct all inquiries to the District Manager so that the District can express a consistent message to the public.

3.2 BOARD MEMBERS

3.2.1 Membership. The Compact establishes the membership of the Board. Compact, Art. IX(b).

3.3 APPOINTMENT OF BOARD MEMBERS

3.3.1 Each local transportation district in the region that is authorized by the State of Nevada or the State of California shall automatically be appointed as a member of the Board after it enters into a written agreement with the District that sets forth the responsibilities of the districts for the establishment of policies and the management of financial matters, including, but not limited to, the distribution of revenue among the districts. Compact, Art. IX(b)(7); Art. IX(d).

3.3.2 A public or private transportation system operating in the region shall be appointed as a member of the Board upon a majority vote of the other voting members. Compact, Art. IX(b)(8).

A. Any public or private transportation system operating in the region may petition the Board for consideration to be appointed as a member of the Board.

B. In the event that two or more transportation systems have petitioned the Board for consideration, the Board shall consider their relative experience, qualifications and interests in selecting a transportation system to be appointed as a member of the Board.

C. The appointed member shall serve for a one-year term to commence on the date of the appointment.

D. The term shall roll-over for another one-year term unless the appointed member resigns or the Board appoints a different transportation system as a member of the Board.

3.4 DIRECTORS AND ALTERNATES

3.4.1 Directors. The Compact mandates that the following persons, or classes of persons, shall serve as Directors:

A. The Director for El Dorado County must be a member of its county board of supervisors. Compact, Art. IX(b)(1).

B. The Director for Placer County must be a member of its county board of supervisors. Compact, Art. IX(b)(1).
C. The Director for the City of South Lake Tahoe must be a member of its city council. Compact, Art. IX(b)(2).
D. The Director for Douglas County must be a member of its board of county commissioners. Compact, Art. IX(b)(3).
E. The Director for Washoe County must be a member of its board of county commissioners. Compact, Art. IX(b)(3).
F. The Director for Carson City must be a member of its board of supervisors. Compact, Art. IX(b)(4).
G. The Director for the South Shore Transportation Management Association, or its successor organization, must be one of its members. Compact, Art. IX(b)(5).
H. The Director for the North Shore Transportation Management Association, or its successor organization, must be one of its members. Compact, Art. IX(b)(6).
I. There are no restrictions on who may serve as the representative of the Tahoe Regional Planning Agency (TRPA)_. Compact, Art. IX(b)(7).
J. There are no restrictions on who may serve as Director for the member who represents a public or private transportation system operating in the region as appointed by a majority of the other voting members. Compact, Art. IX(b)(8).
K. The Compact appoints the director of the California Department of Transportation as its Director. Compact, Art. IX(b)(9).
L. The Compact appoints the director of the Nevada Department of Transportation as its Director. Compact, Art. IX(b)(10).
M. There are no restrictions on who may serve as the member appointed by the Governor of California. Compact, Art. IX(b)(11).
N. There are no restrictions on who may serve as the member appointed by the Governor of Nevada. Compact, Art. IX(b)(12).

3.4.2 Alternates. The Compact allows persons, or classes of persons, to be designated to serve on the Board as an alternate in the Director's absence. Compact, Art. IX(c). There are no restrictions on which persons, or classes of persons, may serve as an alternate.

3.5 APPOINTMENT OF DIRECTORS AND DESIGNATION OF ALTERNATES

Directors and alternates shall be appointed and designated, respectively, as follows:

3.5.1 Voting Directors

A. The Director and alternate for El Dorado County shall be appointed and designated by its county board of supervisors. Compact, Art. IX(b)(1); Art. IX(c).
B. The Director and alternate for Placer County shall be appointed and designated by its county board of supervisors. Compact, Art. IX(b)(1); Art. IX(c).
C. The Director and alternate for the City of South Lake Tahoe shall be appointed and designated by its city council. Compact, Art. IX(b)(2); Art. IX(c).
D. The Director and alternate for Douglas County shall be appointed and designated by its board of county commissioners. Compact, Art. IX(b)(3); Art. IX(c).

E. The Director and alternate for Washoe County shall be appointed and designated by its board of county commissioners. Compact, Art. IX(b)(3); Art. IX(c).

F. The Director and alternate for Carson City shall be appointed and designated by its board of supervisors. Compact, Art. IX(b)(4); Art. IX(c).

G. The Director and alternate for the South Shore Transportation Management Association, or its successor organization, shall be appointed and designated by the association or its successor organization. Compact, Art. IX(b)(5); Art. IX(c).

H. The Director and alternate for the North Shore Transportation Management Association, or its successor organization, shall be appointed and designated by the association or its successor organization. Compact, Art. IX(b)(6); Art. IX(c).

I. The Director and alternate for the Tahoe Regional Planning Agency (TRPA), shall be appointed by the Governing Board of TRPA. Compact, Art. IX(b)(7).

J. The Director and alternate for the member who represents a public or private transportation system operating in the region shall be nominated by the transportation system and then formally appointed and designated by a majority of the other voting Directors. Compact, Art. IX(b)(8).

K. The Director and alternate for the Governor of California shall be appointed by the Governor of California or his/her designee. Compact, Art. IX(b)(11).

L. The Director and alternate for the Governor of Nevada shall be appointed by the Governor of Nevada or his/her designee. Compact, Art. IX(b)(12).

3.5.2 Nonvoting Directors. The following members shall serve as nonvoting Directors, but shall provide technical and professional advice to the District as necessary and appropriate. Compact, Art. IX(d).

A. The Director of the California Department of Transportation. Compact, Art. IX(b)(9). The director of the California Department of Transportation shall designate an alternate. Compact, Art. IX(c).

B. The Director of the Nevada Department of Transportation. Compact, Art. IX(b)(10). The director of the Nevada Department of Transportation shall designate an alternate. Compact, Art. IX(c).

3.5.3 Notice to the District. Members of the Board shall each provide a letter to the Secretary confirming the appointment of a Director and any designation of an alternate. Members of the Board shall provide updated letters to the Secretary as necessary.

3.6 TRANSACTION OF BUSINESS

3.6.1 The affirmative vote of at least a majority of Voting Directors who are present at a Board meeting, shall be required for the transaction of any business of the Board of Directors. If a majority of the Voting Directors does not vote in favor of an action, an action of rejection shall be deemed to have been taken. Compact, Art. IX(f). Accordingly, where there are twelve (12) Voting Directors, an affirmative vote of at least seven (7) Voting Directors shall be required for the transaction of any business of the Board of Directors.

3.7 CHAIR AND VICE-CHAIR

3.6.1 Chair. The Board shall elect a Director to serve as Chair for a two-year term to commence on July 1 and terminate on June 30 two years later. A member who is elected to serve as Chair may be elected to serve a subsequent term as Chair. Compart, Art. IX(e).

3.6.2 Vice-Chair. The Board shall elect a Director to serve as Vice-Chair for a two-year term to commence on July 1 and terminate on June 30 two years later. A member who is elected to serve as Vice-Chair may be elected to serve a subsequent term as Vice-Chair. Compart, Art. IX(e).

3.6.3 Replacements. In the event that the Chair or Vice-Chair is unable or unfit to complete a two-year term, the Board shall elect another Director to serve as Chair or Vice-Chair for the remainder of the term.

3.6.4 Eligible Directors. Only Directors representing voting members of the Board may be elected to serve as Chair or Vice-Chair.

3.7 COMMITTEES

3.7.1 Authority. The Board may create ad hoc and standing committees to assist with the business of the District.

3.7.2 Members. Ad hoc and standing committees shall be comprised of committee members and alternates to be appointed by the Board.

3.8 ATTENDANCE

3.8.1 Directors or alternates shall attend all regular and special meetings of the Board in person unless there is good cause for absence. Teleconferencing will be available in accordance with California and Nevada open meeting laws.

3.8.2 Committee members or alternates shall attend all committee meetings in person or by teleconference unless there is good cause for absence.

3.9 NO REMUNERATION AND REIMBURSEMENT

Directors, committee members and alternates shall receive no remuneration from the District for their services. Directors, committee members and alternates shall receive no reimbursement from the District for expenses associated with their service, except in special circumstances approved in advance by the Board.

3.10 APPOINTMENT OF REPRESENTATIVES

3.10.1 The Board may appoint Directors, Staff or third-parties to represent the District on any outside boards, councils, committees, or other entities. Representatives shall serve at the direction and discretion of the Board.

3.10.2 In the absence of an appointment by the Board, the District Manager shall represent the District on any outside boards, councils, committees, or other entities.

3.11 APPOINTMENT OF OFFICERS

3.11.1 District Manager. The Board shall appoint the District Manager to serve as the chief executive officer of the District.

3.11.2 Legal Counsel. The Board shall appoint Legal Counsel to represent the District and provide legal advice to the Board, and to perform such other duties as may be prescribed by the Board.

4.0 BOARD AND COMMITTEE MEETINGS

4.1 DATE AND TIME OF MEETINGS

4.1.1 Regular Meetings. Regular meetings of the Board shall be held on the second Friday of each month. The location of regular meetings shall, to the extent practicable, alternate monthly between the North Shore and the South Shore.

4.1.2 Special and Emergency Meetings. Special and emergency meetings of the Board may be called at any time by the District Manager, the Chairperson, or by the Board.

4.1.3 Committee Meetings. Meetings of committees shall be held prior to regular meetings of the Board as determined by the District Manager.

4.2 OPEN MEETING LAW

All meetings of the Board and committees shall be open to the public to the extent required by the laws of the State of California or the State of Nevada, whichever imposes the greater requirement applicable to local governments at the time such meeting is held, as determined by Legal Counsel. The District adheres to the State of Nevada Open Meeting Laws with respect to teleconference and videoconference meetings and participation.

4.3 AGENDAS

4.3.1 Preparation. The District Manager and the Chairperson shall prepare an agenda for each meeting of the Board and committees.

4.3.2 Director Requests for Action Items. Any Director may request that a matter be placed on the agenda for a regular or special meeting.

4.3.4 Consent Calendar. Action items expected to be routine and non-controversial shall be placed on a consent calendar in the agenda. A vote to approve the consent calendar shall apply to each action item listed as though the item had been acted upon individually. Upon a request from a Director or Staff, action items may be withdrawn from the consent calendar by motion to be considered and voted on individually in the regular manner.

4.3.5 Posting and Distribution. The agenda will be posted on the District's website and at locations selected by Staff, and will be distributed to Directors and member of the public, along with a packet of supporting documents and information.

4.4 BOARD PACKETS

The Secretary of the Board shall prepare a packet of supporting documents and information for each agenda which shall be distributed electronically to Directors, and to members of the public who have requested those materials. Hard copies of the packet shall be made available at meetings as required by the open meeting law.

4.5 RULES OF ORDER FOR BOARD AND COMMITTEE MEETINGS

4.5.1 General. These rules of order are intended to be informal and applied flexibly. The Board prefers a flexible form of meeting, and therefore, does not conduct its meetings under

formalized rules such as Robert's Rules of Order. No action shall be invalidated or otherwise affected by any failure to technically comply with these rules.

4.5.2 Chairperson. Meetings shall be presided over by the Chairperson. In the absence of the Chairperson, the Vice-Chairperson shall carry out the duties of the Chairperson. In the absence of the Chairperson and the Vice-Chairperson, the remaining Directors shall, by consensus, designate a member to carry out the duties of the Chairperson.

4.5.3 Order of Business. The order of business shall be set forth in the agenda, but may be amended by a motion to change the order of business.

4.5.4 Obtaining the Floor. Any Director desiring to speak should address the Chairperson and, upon recognition by the Chairperson, may address the subject under discussion.

4.5.5 Motions. Any Director, including the Chairperson, may make or second a motion. A motion shall be brought and considered as follows:

A. A Director makes a motion;
B. Another Director seconds the motion;
C. The Chairperson states the motion for consideration;
D. The Board votes on the action.

4.5.6 Secondary Motions. A secondary motion concerning a main motion may be brought and considered before the Board votes on the main motion.

A. Motion to Amend. An amended motion amends a motion under consideration. An amended motion requires a second, is not amendable and is debatable. An amended motion must be compatible with the underlying purpose of the motion under consideration; and if passed, the amended motion will, by its own action, eliminate the necessity to vote on the original motion being amended. If the amended motion fails to pass, debate will resume on the motion previously being considered.
B. Motion to Table. A main motion may be indefinitely tabled before it is voted on by a motion to table.
C. Motion to Postpone. A main motion may be postponed to a certain time by a motion to postpone.
D. Motion to Refer to Committee. A main motion may be referred to a committee for further study and recommendation by a motion to refer to committee.
E. Motion to Close Debate and Vote Immediately. Any director may make a motion to close debate and immediately vote on a main motion.
F. Motion to Continue. A meeting or an item on the agenda may be continued to a later date by a motion to continue.

4.5.7 Decorum. The Chairperson shall take whatever actions are necessary and appropriate to preserve order and decorum during meetings. The Chairperson may eject any person or persons making remarks which impede the Board's ability to conduct business, refusing to abide by a request from the Chairperson, or otherwise disrupting the meeting.

4.5.8 Amendment. By motion made, seconded and approved by the Board, the Board may at its discretion temporarily suspend these rules in whole or in part, and/or amend these rules in whole or in part.

4.6 QUORUM AND VOTES

4.6.1 Quorum. A majority of the Directors authorized to vote in the Compact constitutes a quorum of the Board. A majority of the committee members on a committee constitutes a quorum of the committee.

A. A quorum is required for the Board or a committee to take action.

B. If a quorum is not present, the Board or committee may not take action.

4.6.2 Voting. A quorum must vote in favor of an action in order for the Board or committee to take formal action. If a quorum does not vote in favor of an action, an action of rejection shall be deemed to have taken place.

4.6.3 Direction. The Board may give directions to Staff and consultants as informal action that does not require formal procedural process. However, informal action is still Board action and shall only occur regarding matters that appear on the agenda.

A. The Chairperson shall determine by consensus the direction to be given and shall make a statement of the direction for clarification.

B. If a Director challenges the statement of the Chairperson, a vote may be requested to take formal action.

4.7 PUBLIC COMMENT

4.7.1 Comment Periods. At each meeting, there shall be a period for public comment on each action item included on the agenda and a period for general public comment on any matter of interest to the public that is within the jurisdiction of the District and not included on the agenda. If a speaker comments on an agenda item during the period for general public comment, that speaker may not comment again during the period for public comment on the action item unless specifically requested by a Director.

4.7.2 Procedure.

A. The Chairperson may establish a time limit the entire public comment period and for individual speakers as authorized by law.

B. Each speaker will be asked to first state his or her name and identify the subject or subjects upon which he or she intends to comment.

C. Unless the matter is an action item on the agenda, the Board shall not discuss or take action on the matter.

4.7.3 Response. At the close of the public comments, the Chairperson may ask Staff to respond to the public comments.

4.7.4 Written Comments. All written comments received from the public in electronic or hard copies shall be retained as part of the record and attached to the minutes for the meeting.

4.8 PUBLIC HEARINGS

4.8.1 Time. Matters noticed for public hearing shall commence at the time specified in the notice of public hearing, if so specified, or as soon thereafter as is reasonably practicable.

4.8.2 Interested Persons.

A. Any persons interested in the matter shall be entitled to submit written materials or comments and those materials shall be retained as part of the record.

B. Any persons interested in the matter shall be entitled to speak at the public hearing.

C. Any persons desiring to speak at the public hearing shall be asked to place their full name on a sign-in sheet.

4.8.3 Procedure.

A. The Chairperson shall open the public hearing and may establish a time limit for the entire hearing and for individual speakers as authorized by law.

B. Speakers shall direct all comments to the Board and not pose questions to individual Directors or Staff. Debate and argument among the speakers, the audience, the Board or Staff shall not be allowed.

C. Directors or Staff may pose questions to speakers or to each other during the public hearing but should be mindful that the purpose of the hearing is to obtain testimony and not to debate or argue the merits of the matter.

D. The Chairperson shall close the public hearing and no further testimony shall be solicited or received without reopening the public hearing.

4.9 CLOSED SESSIONS

4.9.1 The Board and committees may hold closed sessions during a meeting, or at any other time authorized by law, to consider or hear any matter which is authorized by law to be heard or considered in closed session.

4.9.2 During closed sessions, the Board or committee may exclude any person that the Board is authorized by law to exclude.

4.9.3 The results of any closed session, including any action taken, shall be announced in public session following the closed session and noted in the minutes of the meeting pursuant to law.

4.10 SITE VISITS

4.10.1 The Board or a committee may include site visits on the agenda for any meeting. Site visits are conducted for the purpose of gathering information about a specific project or a general matter within the jurisdiction of the District.

4.10.2 The Board or a committee may not take any action at a site visit.

4.10.3 Members of the public may attend the site visit, if practical, but no public comment or testimony shall be allowed.

4.10.4 Staff shall prepare and present a summary of the site visit at the following meeting and the summary shall be included in the minutes of the meeting.

4.11 TELECONFERENCE

4.11.1 Teleconference. TTD may use teleconference for any meeting to the extent authorized by the open meeting law. Directors, committee members and staff that intend to use teleconference for a meeting must notify and receive approval from Legal Counsel prior to the posting of the agenda.

A. Directors and committee members may not participate in meetings by teleconference unless the teleconference location is properly noticed and open to the public in accordance with the open meeting law.

B. Staff and third-party advisors may participate in meetings by teleconference as deemed necessary by the District Manager.

4.11.2 Permanent Teleconference Locations. [reserved]

4.12 MINUTES

4.12.1 Written Minutes. The Secretary shall keep written minutes of all meetings of the Board and committees. Copies of the draft written minutes shall be distributed to Directors and committee members as part of the supporting documents and information for the next regular meeting, at which time the Board or committee will consider approving the minutes as presented or with modification.

4.12.2 Resolutions. Motions and resolutions shall be recorded in the minutes as having passed or failed and individual votes will be recorded. All resolutions adopted by the Board shall be numbered consecutively, starting new at the beginning of each calendar year.

4.12.3 Contents of Minutes. In addition to other information specifically requested by the Board, the following information shall be included in the minutes, if relevant:

A. Date, place and type of each meeting;
B. Roll call and determination of quorum;
C. Directors or committee members present and absent by name;
D. Administrative staff present by name;
E. Call to order;
F. Approval of agenda;
G. Approval of the minutes or modified minutes of preceding meetings;
H. Record of the vote on every action item;
I. Summary of the deliberation for each action item;
J. Summary of public comment on each action item and the names of the speakers;
K. Summary record of staff reports;
L. Summary of public comment regarding matters not on the agenda and the names of the speakers;
M. Resolutions described as to their substantive content, whether they passed or failed, the individual votes recorded, and sequential numbering;
N. Record of all contracts and agreements, and any amendments, approved;
O. Approval of the annual budget;
P. Approval of any purchases or dispositions of District assets;
Q. Results of closed session action;
R. Time of meeting's adjournment.

4.12.4 Audio Recordings. Unless directed otherwise, the Secretary will make audio recordings of all meetings of the Board and committees. Members of the public may inspect the recordings without charge by requesting a copy of the recording from the Secretary.

5.0 CONFLICT OF INTEREST AND DISCLOSURE RULES

5.1 PUBLIC INTEREST

Directors and Staff members serve the District and the people of the region and have a responsibility to work diligently and competently to develop the regional transportation system envisioned by the states of California and Nevada. In carrying out their official duties, Directors and Staff members are expected to place a priority on their loyalty to the regional public interest rather than succumbing to the temptations of private or parochial interests. For the purposes of this Article, any reference to Directors also means alternates that are designated to serve on the Board in a Director's absence.

5.2 SOURCE OF RULES

This Article shall be interpreted and applied in accordance with applicable conflict of interest laws and regulations established by (1) the TRPA Compact, (2) the State of California, and (3) the State of Nevada. Where California law applies and there is a conflict between this Article and the California Political Reform Act (Cal. Gov. Code § 87100 et seq.), the California Political Reform Act and other applicable California laws shall govern. Where Nevada law applies and there is a conflict between this Article and the Nevada Code of Ethical Standards (NRS 281A.400 et seq.), the Nevada Code of Ethical Standards and other applicable Nevada laws shall govern.

5.3 WRITTEN DISCLOSURES

5.3.1 Each Director and Staff member shall file a disclosure of his economic interests in the region with the District within 10 days after taking his seat on the Board or being employed by the District and shall thereafter disclose any further economic interest which he acquires, as soon as feasible after he acquires it. Compact, Art. III(a)(5). An updated disclosure must be filed with the District no less than annually.

5.3.2 The disclosure must be in writing in a form to be provided by the District.

5.3.3 Economic interest means:

A. Any business entity operating in the region in which the Director or Staff member has a direct or indirect interest worth more than $1,000. Compact, Art. III(a)(5)(A).

B. Any real property located in the region in which the Director or Staff member has a direct or indirect interest worth more than $1,000. Compact, Art. III(a)(5)(B).

C. Any source of income attributable to activities in the region, other than loans by or deposits with a commercial lending institution in the regular course of business, aggregating $250 or more in value received by or promised to the Director within the preceding 12 months. Compact, Art. III(a)(5)(C). This provision does not apply to Staff members.

D. Any business entity operating in the region which the Director or Staff member is a director, officer, partner, trustee, employee or holds any position of management. Compact, Art. III(a)(5)(D).

5.4 DISQUALIFICATION

5.4.1 No Director or Staff member shall make, or attempt to influence, a District decision in which he knows or has reason to know he has an economic interest. Directors and Staff members must disqualify themselves from making or participating in the making of the decision when it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the economic interests of the Director or Staff member. Compact, Art. III(a)(5).

5.4.2 Economic interest has the same meaning as in Article 4.3.3 above.

5.4.3 Making a decision means determining to act, or not to act, on the following:

A. Voting on a matter.
B. Appointing a person to a position.
C. Obligating the District to a course of action.
D. Entering into a contract for the District.

5.4.4 Participating in the making of a decision means:

A. Negotiations without significant, independent, intervening substantive review by other Directors, Staff members or consultants.
B. Advice by way of research, investigations, or preparation of reports or analysis for the decision maker, if these functions are performed without significant, independent, intervening substantive review by other Directors, Staff members or consultants.

5.4.5 Participating in the making of a decision does not mean:

A. Action that is solely ministerial, secretarial, manual or clerical.
B. Appearances by a Director or Staff member before the Board for the purpose of representing the Director or Staff member's personal interests.
C. Action by a Director or Staff member with regard to the Director or Staff member's compensation for services or the terms or conditions of the Director or Staff member's employment contract.

5.5 DISQUALIFICATION PROCEDURE

5.5.1 Directors.

A. When a Director has an economic interest that may be affected by a decision of the District, the Director must notify the District Manager and Legal Counsel prior to the meeting of the Board.
B. The Director will consult with Legal Counsel and determine whether the Director is disqualified from the decision. Whenever possible, a decision will be segmented to limit the scope of the disqualification.
C. At the meeting of the Board, the Director must publicly announce the economic interest and explain whether it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the economic interest of the Director.
D. If the Director is disqualified from a decision, the Director must leave the room during any discussion or deliberations on the matter in question and may not participate or be counted for purposes of a quorum. If a director is teleconferencing, he or she will turn off video and audio connections for the duration of the item.

E. Disqualified Directors will be legally required to participate and be counted for purposes of a quorum if an insufficient number of Directors remain to constitute a quorum, unless the Director was disqualified due to receipt of gifts from a source aggregating $250 or more in value.

F. If multiple Directors are disqualified, only the number of Directors needed to constitute a quorum will be allowed to participate. Disqualified Directors will be selected to participate by random drawing.

5.5.2 Staff members.

A. When a Staff member has an economic interest that may be affected by a decision of the District, the Staff member must notify the District Manager and Legal Counsel.

B. If the District Manager and Legal Counsel determine that the Staff member is disqualified from a decision, the District Manager and Legal counsel will determine a course of action to ensure that the Staff member does not participate in the decision. Whenever possible, a decision will be segmented to limit the scope of the disqualification.

5.6 COMPETING DUTIES

5.6.1 Directors represent both the District and the members of the Board. In certain circumstances, members of the Board may have interests that conflict with the interests of the District. These conflicts of interest may result in disqualification for Directors even if there is no disqualification under Article 4.4 above.

5.6.2 When a member has an interest in a decision of the District, its Director must publicly announce the interest and explain why the interest either does or does not conflict with the interests of the District.

5.6.3 In the event that the interests of the member conflict with the interests of the District, the Director must disqualify himself from making or participating in the making of the decision, but may participate in discussion or deliberations on the matter.

5.7 BENEFITS TO DIRECTORS

5.7.1 Directors may not seek or accept gifts or services aggregating $250 or more in value during a calendar year from a single individual or company that seeks or does business with the District.

5.7.2 Directors must disclose the receipt of gifts and services in excess of $100 from a single individual or company that seeks or does business with the District. The disclosure must be in writing in a form to be provided by the District.

5.8 BENEFITS TO STAFF

5.8.1 Staff members and their immediate family members may not seek or accept any gift, service, favor, employment, engagement, or economic opportunity that would tend to improperly influence a reasonable person in his position to depart from the faithful and impartial discharge of his duties. TTD Human Resources Policies and Procedures, Sec. 4.16.

5.8.2 Staff members and their immediate family members may not seek or accept any gifts or services from individuals or companies that seek or do business with the District unless the transaction:

A. Is consistent with accepted business practices and gives no appearance of impropriety, such as meals with vendors, gifts of small value, tickets to events with vendors, and perishable items during the holidays;
B. Does not impose any sense of obligation on either the giver or the receiver;
C. Does not result in any kind of special or favored treatment for the giver;
D. Cannot be viewed as extravagant, excessive, or too frequent; and
E. Is given and received with no effort to conceal the full facts by either the giver or the receiver.

5.8.3 Staff members must disclose the receipt of gifts and services in excess of $100 from a single individual or company that seeks or does business with the District. The disclosure must be in writing in a form to be provided by the District.

6.0 PUBLIC RECORDS POLICY

6.1 PURPOSE

The District is committed to transparency in the conduct of its business. This Article provides a policy for record requests so that the public has clear expectations regarding the accessibility of the District's records and the District has defined procedures for responding to record requests.

6.2 PUBLIC RECORD REQUESTS

6.2.1 Public records which are not exempt from disclosure shall be open to inspection and copying by members of the public. The District will refer to the Federal Freedom of Information Act (5 U.S.C.A. §552), including listed exemptions and judicial interpretations, as guidance in responding to record requests.

6.2.2 Public records means all tangible recordings of information that are created or obtained by the District in connection with the performance of its business and in its possession and control at the time a public record request is made. Tangible recordings of information include all papers, letters, reports, books, maps, charts, blueprints, drawings, photographs, films, or other documentary materials, including those in electronic form.

6.2.3 Only existing public records may be requested. The District is not required to answer questions, render opinions, or provide subjective evaluations in response to record requests.

6.3 REQUEST PROCEDURE

6.3.1 To request a copy of a public record, the requester must complete and submit a record request form provided by the District.

6.3.2 The request must include sufficient information to allow Staff to identify the record. Records may be requested in any medium in which the record is readily available.

6.3.3 Staff will respond to record requests within 10 business days with an estimate of the actual cost of making the records available. The requester will be charged for the actual cost of making the records available, including costs of creating copies, Staff time to locate, assemble and copy the records, and Staff time to inspect the records to determine whether all or part of the record is exempt from disclosure.

6.3.4 The requester will be required to deposit the full amount of the estimate with the District prior to any costs being incurred by the District. Payment must be made in cash or certified check or money order. No personal checks or credit/debit cards will be accepted.

6.3.5 After the requester provides the deposit, Staff will make the records available within 15 business days. If Staff cannot make the records available within 15 business days, Staff will notify the requester and provide a time after which the records will be available. Staff will notify the requester if the office does not possess the information and provide the name and address of the entity that does, if known. Staff will notify the requester if all or a portion of the records are exempt from disclosure and cite authority to deny the request.

6.3.6 If the actual cost of providing the records is less than the deposit paid by the requester, the District will refund the difference to the requester. If the actual cost of providing the

copies is more than the deposit paid by the requester, the District will not provide the records until the balance is paid in full.

6.3.7 Staff will make the records available to be retrieved at the District's offices. The deposit paid by the requester will be forfeited if the records are not retrieved.

6.4 FEE SCHEDULE

6.4.1 Fees for public record requests shall be based on the actual cost to assemble, prepare and reproduce the records.

6.4.2 The District Manager shall establish a fee schedule and shall update the fee schedule as necessary. The requester will be charged for Staff time to be billed in increments of 15 minutes. The requester will be charged for the costs of creating hard copies and electronic copies of the records. The District will not charge for any other costs without the prior written consent of the requester.

6.4.3 The fee schedule shall be posted at the front counter of the District's offices and shall be made available upon request.

7.0 RECORD RETENTION SCHEDULE

7.1 PURPOSE

To ensure the necessary records and documents of the Tahoe Transportation District (TTD) are adequately protected and maintained and to ensure records that are no longer needed or are of no value are discarded at the proper time. This policy applies to all records generated in the course of business, including both original documents and reproductions. This policy also ensures legal compliance.

7.2 SCHEDULE

7.2.1 The Record Retention Schedule (Appendix A) identifies the minimum time period the listed records must be retained, on-site storage timelines and off-site storage timelines. Once the on-site retention time has been completed, the records may be transferred to electronic storage for the remainder of the off-site retention period.

7.3 REQUEST FOR DOCUMENTS

7.3.1 In the event TTD is served with any subpoena or request for documents or any employee becomes aware of a governmental investigation or audit concerning TTD, any disposal of documents shall be suspended until legal counsel determines otherwise.

7.4 DISPOSITION

7.4.1 Disposition of the records may be by recycling or if the records contain confidential information, they should be shredded. A record of disposed documents shall be kept noting the records being disposed, how they were disposed and when they were disposed.

7.5 RETENTION PERIOD

7.5.1 All record retention periods start on the last day of the year in which the records were created.

Appendix A
Record Retention Schedule

Document	Retention Period	On-Site Storage	Off-Site Storage
Annual Audits	Permanent	Bound	Permanent
Auditor's work papers	7 years	Until completion of annual audit	7 years
Budgets (Original, Adjusted, Final)	7 years	Until completion of annual audit	7 years
A/P Transaction Detail	7 years	Until completion of annual audit	7 years
A/P Vendor files	7 years	Until completion of annual audit	7 years
A/P Construction Reports	7 years	Until completion of annual audit	7 years
A/P Encumbrance listings	7 years	Until completion of annual audit	7 years
General Ledgers	7 years	Until completion of annual audit	7 years
General ledger-audit report	Permanent	1 year	Permanent
A/R Invoices	7 years	Until completion of annual audit	7 years
A/R Transaction Details	7 years	Until completion of annual audit	7 years
Journal entries	7 years	Until completion of annual audit	7 years
Purchase Orders & Logs	7 years	Until completion of annual audit	7 years
Check registers, bank statements, deposit slips & reconciliations	7 years	Until completion of annual audit	7 years
Expense Reports	3 years	1 year	3 years
Petty cash records	3 years	Until completion of annual audit	3 years
Financial Statements-(Monthly) Rev&Exp	7 years	Until completion of annual audit	7 years
Financial Statements-(Annual) Rev&Exp	Permanent	Until completion of annual audit	Permanent
Billings (including to NDOT/ FHWA)	7 years	Until completion of annual audit	7 years
Bids and Requests for Bids > $5,000 & < $10,000	Permanent	Successful bids-until completion of contract. Unsuccessful bids-until bid award	Permanent
Bids and Requests for Bids > $10,000 & < $5,000	7 years	Successful bids-until completion of contract. Unsuccessful bids-until bid award	7 years
Bid Specifications and Legal Notices	7 years	Until completion of contract	7 years
Letters of Credit (FTA Drawdown)	7 years	Until completion of annual audit	7 years
Contractor/Construction Claims/claims lists	7 years after settled	Until settled	7 years after settled
Expenditures, ledgers	7 years	Until completion of annual audit	7 years

Document	Retention Period	On-Site Storage	Off-Site Storage
Fixed Assets & Inventories (depreciation & acquisition reports)	7 years after superseded	2 years	7 years after superseded
Property & equipment-records & inventories	1 year after superseded	1 year after superseded	
Vehicle logs-staff cars	1 year	1 year	
Vehicle maintenance records	Life of vehicle (+ 3 years)	Life of vehicle (+ 3 years)	
Sale of surplus goods to public-records and notices of fixed asset disposal	7 years	Until completion of annual audit	7 years
Leases	3 years after termination	1 year after termination	3 years after termination
Employee files	Permanent	Permanent	
Employee-W-2's	7 years	6 months after calendar year-end	7 years
Employee-COBRA	Permanent	2 years after termination	Permanent
Employee-Contracts & agreements (administrative)	6 years after termination	1 year after termination	6 years after termination
Employee-Payroll registers	7 years	Until completion of annual audit	7 years
Employee-Payroll reports (JE to jobs)	7 years	Until completion of annual audit	7 years
Employee-Retirement & deductions reports	Permanent	Until completion of annual audit	Permanent
Insurance claims-vehicles/accidents	3 years after final settlement of claim	3 years after settlement	
Insurance policies-Assets	7 years after expiration	1 year after expiration	7 years after expiration
Grants – Fiscal records	7 years after grant close-out	2 years after close-out	7 years after close-out
Grants-Proposals, reports & results	7 years after grant close-out	2 years after close-out	7 years after close-out
Grants-Project files	7 years after grant close-out	2 years after close-out	7 years after close-out
Contracts & agreements (budgets)	1 year after completed or terminated	1 year after completed or terminated	
Correspondence-Administrative	Permanent	2 years	Permanent
Correspondence-General	Purge annually of unneeded material	Purge annually of unneeded material	

Document	Retention Period	On-Site Storage	Off-Site Storage
Correspondence-Complaints & Inquiries	1 year after response/ resolution	1 year after response/ resolution	
Agenda Material	Permanent	6 years	Permanent
Directives of Manager	Permanent	5 years	Permanent
Minutes of formal negotiations	Permanent	2 years	Permanent
Proclamations and resolutions	Permanent	Included in agenda materials	Permanent
Minutes of commission/board meetings	Permanent	Included in agenda materials	Permanent
Audio recordings of commission/board meetings	1 year	1 year	
Committee files–agendas, minutes, member lists, appointments	Permanent	8 years	Permanent
Agency regulations, policies & procedures	6 years after superseded	1 year after superseded	6 years after superseded
Planning Files – proposed systems	3 years	3 years	
Project files	6 years permanent	3 years after final action	6 years
Project review files	10 years	3 years	10 years
Manuals of Procedure	3 years after superseded	3 years after superseded	
Standards, procedures & documentation for users of equipment	Until superseded	Until superseded	
Planning documents: TIP, UWP, SRTP, RTP, etc.	Permanent	3 years	Permanent
Route files	3 years	Contents of files purged of older materials	

8.0 Public Participation for Fare Increases and Major Service Reductions

8.1 PURPOSE

In October 2016, TTD became a grantee under 49 U.S.C. 5307. Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction. 49 U.S.C. 5307(c)(1)(I); FTA Comprehensive Review Guide Fiscal Year 2017, p. 244; FTA Circular 9030.1E, Sec. VI(1)(a)(1)(12).[1]

8.2 DEFINITIONS

8.2.1 As determined by TTD, "major service reduction" means a decrease of 25% or more in daily revenue service hours, or daily revenue service miles, for the route being modified. This does not include a temporary change as would occur, for example, for a special event or seasonal service or to address emergency or other operating conditions.

A. "Daily revenue service hours" means the number of hours a bus operates while carrying passengers.

B. "Daily revenue service miles" means the number of miles a bus operates while carrying passengers.

8.3 SOLICIT PUBLIC COMMENT

8.3.1 TTD's Board of Directors will solicit public comment before approving any fare increase or major service reduction.

8.3.2 TTD's Board of Directors will solicit public comment by providing notice of the following:

A. Notice of the proposed fare increase or major service reduction;

B. Notice that interested persons may submit public comment in writing at TTD's administrative offices;

C. Notice that interested persons may submit public comment orally or in writing at a public hearing; and

D. Notice of the time and date of the public hearing.

8.3.3 TTD will provide notice on qualifying changes at least 14 calendar days prior to the public hearing by, but is not limited to:

A. Posting on TTD's website;

B. Posting on TTD's vehicles; and

[1] Note also, that Title VI currently requires transit providers that operate 50 or more fixed route vehicles in peak service and are located in urbanized areas of 200,000 or more people to develop and adopt a "major service change policy." FTA C 4702.1B, IV-10, Sec. 7. In particular, providers must conduct a special "service equity analysis" whenever there is a change planned. TTD does not currently operate 50 or more fixed route vehicles in peak service so these requirements do not apply to TTD.

C. Posting at TTD's transit facilities.

8.3.4 TTD shall provide notice of the public hearing by posting notice of the meeting pursuant to TTD's Open Meeting Law policy.

8.4 CONDUCT PUBLIC HEARING TO RECEIVE PUBLIC COMMENT

8.4.1 TTD's Board of Directors will conduct a public hearing to receive public comment before approving any fare increase or major service reduction. The public hearing may be conducted at any regular or special meeting of TTD's board of directors.

8.4.2 The hearing will include a staff presentation on the proposed fare increase or major service reduction.

8.4.3 Interested persons will have an opportunity to submit written materials and speak at the public hearing pursuant to TTD's procedures for public hearings. See Board and Committee Meetings, Sec. 3.8.

8.5 CONSIDER PUBLIC COMMENT

8.5.1 TTD's Board of Directors will consider any public comment received and may require additional input from staff before taking action.

8.5.2 Any oral public comment received shall be included in the meeting minutes.

8.5.3 Any written public comment received shall be included in the record of the meeting.

8.6 TAKE ACTION