

TAHOE TRANSPORTATION DISTRICT (TTD)

FINANCE AND PERSONNEL COMMITTEE

Meeting Agenda

Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

April 5, 2023
2:00 p.m.

The Tahoe Transportation District Finance and Personnel Committee meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with California and Nevada law, Committee members may be teleconferencing into the meeting via GoToWebinar. This meeting will be held in accordance with requirements under Government Code section 54953(f).

Committee members: Lori Bagwell-Chair, Kyle Davis, Alexis Hill, Raymond Suarez

The following location will also be available for participation for the meeting by teleconference:

229 West Loop 121
Belton, TX 76513

To register for the TTD Finance and Personnel Committee Meeting go to:

<https://attendee.gotowebinar.com/register/6216285130832697693>

After registering, you will receive a confirmation email containing information about joining the webinar.

Members of the public may observe the meeting and submit comments in person at the above location or via GoToWebinar. Members of the public may also 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 be distributed at the meeting and attached to the minutes of the meeting. 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.

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. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum
- B. *For Possible Action:* Approval of Agenda for April 5, 2023
- C. *For Possible Action:* Approval of Minutes of February 1, 2023

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II. PUBLIC INTEREST COMMENTS

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

III. DISCUSSION ITEMS

	<u>Page</u>
A. <i>For Possible Action:</i> Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Seven Months of Fiscal Year 2023 Through January 31, 2023 (<i>Board Agenda Item XI.A., Page #37</i>)	3
B. <i>For Possible Action:</i> Recommend Approval of Amendment 2 for Fiscal Year 2023's General Fund, Capital Improvement Program Fund, and Transit Operations Fund Budgets (<i>Board Agenda Item XI.B., Page #54</i>)	20
C. <i>For Possible Action:</i> Recommend the TTD Board Authorize the District Manager to Execute a Six-Month Lease Contract to Complete Coach Works for Two 30-Foot Gillig Low Floor Buses and Two 35-Foot Gillig Low Floor Buses in an Amount Not to Exceed \$108,480 (<i>Board Agenda Item XI.C., Page #66</i>)	32

IV. PUBLIC INTEREST COMMENTS

V. 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
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES
February 1, 2023**

Committee Members in Attendance:

Lori Bagwell, Carson City (attended remotely)
Kyle Davis, NV Governor Appointee
Alexis Hill, Washoe County

Committee Members Absent:

Darcie Goodman Collins, SS-TMA (no longer on TTD Board)

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Danielle Hughes, Tahoe Transportation District
Judi Allen, Tahoe Transportation District

I. CALL TO ORDER AND GENERAL MATTERS

A. Roll Call and Determination of Quorum

The meeting of the Committee was called to order by Ms. Bagwell at 2:30 p.m. at the Tahoe Regional Planning Agency and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Conduct of Meeting via Teleconference Pursuant to California Government Code 54953(e)

Ms. Hill moved to approve conduct of this meeting and public participation by teleconference pursuant to Government Code section 54953(e). Mr. Davis seconded the motion. The motion passed unanimously.

C. Approval of Agenda for February 1, 2023

Motion/second by Ms. Hill/Mr. Davis to approve the Committee agenda for today's meeting. The motion passed unanimously.

D. Approval of Minutes for December 7, 2022

Motion/second by Ms. Hill/Mr. Davis to approve the minutes. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. DISCUSSION ITEMS

A. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Five Months of Fiscal Year 2023 Through November 30, 2022

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Mr. Davis made a motion to recommend acceptance of the District's Financial Statement of Operations for the first five months of fiscal year 2023 through November 30, 2022. Ms. Hill seconded the motion. The motion passed unanimously.

- B. Review and Recommend the TTD Board Authorize Issuance of a Contract Award to Wood Rodgers for the Development of a Maintenance and Administration Facility Master Plan and Authorize the District Manager to Execute a Two-Year Agreement at an Amount Not to Exceed \$349,898
Ms. Hughes reviewed this item.

Action Requested: For Possible Action

Mr. Davis made a motion to recommend the Board to authorize issuance of a contract award to Wood Rodgers for the development of a maintenance and administration facility master plan and authorize the District Manager to execute a two-year agreement at an amount not to exceed \$349,898. Ms. Hill seconded the motion. The motion passed unanimously.

IV. PUBLIC INTEREST COMMENTS

No public interest comments were made.

V. ADJOURNMENT

The meeting was adjourned at 2:42 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.)



MEMORANDUM

Date: March 30, 2023
 To: Tahoe Transportation District (TTD) Finance and Personnel Committee
 From: TTD Staff – Joanie Schmitt, CFO
 Subject: Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Seven Months of Fiscal Year 2023 Through January 31, 2023

Action Requested:

It is requested the Committee review and recommend acceptance of the Financial Statement of Operations for the first seven months of fiscal year 2023 (FY23) ending January 31, 2023.

Fiscal Analysis:

Staff has had an on-going concern of 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.

Background:

Staff has completed analyzing financial information for the first seven months of FY23, ending January 31, 2023. The presentation of the financial information will highlight December and January activity and continues to detail TTD's funds: General, Capital Improvement Program (CIP), Transit Operations, and Parking Systems. (See Attachment A.)

Discussion:

General Fund –

Overall, the District ended with a decrease of \$1,721 for December and January activity. The decrease can be summarized as follows:

<u>District Operations Revenues</u>		<u>District Operations Expenses</u>	
Rental Car Mitigation Fees (RCMF)	\$10,506	Personnel	\$69,997
Contributions	\$8,333	Insurance	\$4,637
Administrative Fees	\$317	Rent/Utilities	\$8,098
Miscellaneous	\$25,847	Telephone	\$2,366
Interest	<u>\$795</u>	Professional Services	\$5,546
		Supplies	\$1,945
		Dues & Subscriptions	\$2,628
		Admin Support (ICAP)	(\$80,339)
		Legal	\$1,957
		Audit Fees	\$8,740
		Contribution (TNT-TMA)	\$20,000
		Transfer - Grant Match	\$137
		Other	<u>\$1,807</u>
Total Revenues	\$45,798	Total Expenses	\$47,519

JS/ja

BOARD AGENDA ITEM: XI.A.

FPC AGENDA ITEM: III.A.

The decrease was expected as TTD was invoiced for the annual contribution to Truckee/North Tahoe Transportation Management Association (TNT-TMA) for North Shore transit management in the amount of \$20,000.

Rental Car Mitigation Fees (RCMF) increased twenty-five cents from \$5.50 daily to \$5.75 effective January 15, 2023, however RCMF's are continuing to track lower than FY22 by \$5,857 year over year.

TTD qualifies as an exempt agency under the political subdivision exception and received a refund of \$25,847 from State of Nevada for past payments of modified business taxes. This is a one-time revenue source and was originally expected to be received in FY22.

The net result decreased the General Fund's overall fund balance to \$882,381, which is \$8,038 more than at the start of the fiscal year.

CIP Fund –

December and January activity ended in an increase of \$278, resulting from interest of \$283 earned on project advances less bank fees of \$5. Below is a brief recap of December and January activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$2,148	\$528,637
Federal Transit Administration		
FTA 5339 (NDOT Planning)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
FTA 5339 (NDOT Bus Purchases)	\$0	\$1,320,000
TDA LTF Reserve (Match)	\$0	\$126,831
TDA STA Reserve (Match)	\$0	\$203,169
FTA 5339 (FY17)	\$0	\$120,519
FTA 5339 (FY18)	\$2,849	\$21,452
FTA 5339 (FY19)	\$0	\$244,067
TDA LTF Reserve (Phoenix Bus Purchase)	\$0	\$400,000
FTA 5339C (FY18)	\$0	\$917,211
TDA LTF Reserve (Charging Equipment)	\$0	\$43,114
FTA 5310 – converted to FTA 5307	\$0	\$0
NDOT		
Recreational Travel Phase II	\$2,604	\$171,981
General Fund Match	\$137	\$9,052
Transportation Alternative Program	\$2,153	\$1,172,786
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$27,262	\$1,925,466
NDOT – Incline Mobility Hub Concept Study	\$17,660	\$166,669
TDA LTF Reserve (Match)	\$929	\$8,772
NDOT – Facility Plan	\$2,816	\$672,192
Douglas County Match	\$148	\$35,345
NDOT – Central Corridor (Chimney)	\$7,186	\$2,342,805
Tahoe Fund Match	\$347	\$248,674
Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Office of Emergency Services	\$13,360	\$86,579
CTC (Match)	\$4,454	\$28,860

JS/ja

AGENDA ITEM: XI.A.

FPC AGENDA ITEM: III.A.

California Sustainable Planning (ZEB)	\$765	\$308,735
TDA LTF Reserve (Match)	\$99	\$40,000
Prop 1B		
PTMISEA – Engine Replacements	\$161	\$0
TDA LTF (Match)	\$763	\$0
TSSSDRA	\$173	\$15
Washoe County		
Bond Sale (TAP Match)	<u>\$113</u>	\$355,957
 Total Expenditures	 \$86,127	

An alternator for a NABI bus was purchased with Prop 1B PTMISEA and Transportation Development Act (TDA) funds totaling \$924 and transferred to the Transit Operation Funds' expense account "Equipment under \$5,000".

The net December and January activity resulted in increasing CIP's overall fund balance to \$1,965, which is \$329 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with a decrease of \$9,311 for December and January activity. The decrease can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$409,869
5311	\$156,052
Transportation Development Act (TDA)	\$465,559
Low Carbon Transit Operations Prgm	\$167,890
Nevada State Parks	\$0
El Dorado County	\$28,939
Solar Renewable Energy Credits	\$5,126
Contributions – STPUD	\$32,294
Miscellaneous	\$22
Sale of Fixed Asset (Scrap)	\$2,178
Pass Through Revenue	\$13,590
Interest	<u>\$5,728</u>
Total Revenues	\$1,287,247

<u>Expense Detail</u>	
Personnel	\$741,539
Fuel/Fuel Tax	\$35,896
Insurance	\$83,769
Repairs/Maintenance	\$90,217
Professional Services/Contracts	\$69,886
Facility Rent/Utilities/Phone	\$68,366
Supplies	\$8,062
ICAP	\$77,521
Transfer - Grant Match	\$1,791
Depreciation	\$84,028
Advertising/Outreach	\$1,329
Equipment under \$5K	\$924
Capital Outlay	(\$924)

JS/ja

AGENDA ITEM: XI.A.

FPC AGENDA ITEM: III.A.

	<u>Operations</u>
Pass Through Expenses	\$13,590
Other Expenses	<u>\$20,564</u>
Total Expenses	\$1,296,558
Increase/(Decrease)	(\$9,311)

TTD transferred \$924 (alternator for NABI bus) from the CIP fund to the Transit Operations Fund expense "Equipment under \$5,000".

TTD scrapped three fully depreciated buses and received \$2,178.

The net result decreased Transit's overall fund balance for the year to \$11,079,823, which is \$1,112,280 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced a decrease of \$27,287 for December and January activity. The recap is as follows:

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$332	Personnel	\$9,491
Parking Events	\$0	Contracts	\$20,367
Parking Non-Compliance	\$2,840	Professional Services	\$669
Interest	<u>\$1,424</u>	Subscriptions, Dues	\$15
		Telephone	\$188
		Admin Fees	\$317
		Bank/Credit Card Fees	\$835
		Supplies	\$0
		Other	<u>\$1</u>
Total Revenue	\$4,596	Total Expenses	\$31,883

Washoe County invoiced TTD \$12, 616 for reimbursement of expenses they had incurred during the quarter ending December 31, 2022. Nevada State Parks invoiced \$2,690 and Horrock's Engineers, Inc. invoiced \$5,061 for their assistance with responses to Federal Highways Administration multi-modal project discretionary grant program regarding the grant application.

Year-to-date revenues and expenses between Parking Systems Operations and Parking Systems Non-Compliance are provided on the PS Financial Statement.

The net result decreased Parking System's overall fund balance for the year to \$636,425, which is \$169,042 more than at the start of the fiscal year.

Balance Sheet-

The detailed balance sheet as of January 31, 2023 is included in Attachment A.

The capital asset balance, net of depreciation, include \$5,952,463 in Transit funds, \$0 in the Government-wide funds, and \$0 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.

Cash Flows –

Staff has included the cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

JS/ja

AGENDA ITEM: XI.A.

FPC AGENDA ITEM: III.A.

Updated Grant Status Report -

Staff has updated the Grant Requests/Awards/Closeouts (Attachment C).

Additional Information:

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

Attachments:

- A. January Financial Statement
- B. FY23 Cash Flow through January
- C. Updated Grant Status Report

**Tahoe Transportation District
Balance Sheet
As of January 31, 2023**

	TOTAL	General	CIP	Transit	PS	GFA
ASSETS						
Cash & Equivalents	3,674,451	894,352	31,142	2,113,244	635,712	
Accounts Receivable	3,792,985	28,995	130,173	3,633,021	796	
Prepays	254,781	(8,479)		263,103	157	
Inventory	374,056			374,056		
*Capital Assets, Net Depreciation	6,363,526			6,363,526		
TOTAL ASSETS	14,459,799	914,869	161,315	12,746,949	636,665	0
LIABILITIES						
Accounts Payable	224,521	9,055	47,065	168,161	241	
Deferred Revenues	1,467,482	23,433	112,286	1,331,763		
Nevada State Bank - LOC						
Insurance Payable	64,458			64,458		
EE Compensated Absences	102,745			102,745		43,412
TOTAL LIABILITIES	1,859,205	32,488	159,351	1,667,126	241	43,412
NET POSITION						
Invested in Capital Assets	5,628,928			5,628,928		
Restricted	1,907,107			1,907,107		
Unrestricted	3,728,234	829,343		2,431,508	467,383	(35,754)
Assigned	46,636	45,000	1,636			
SUB TOTAL NET POSITION BALANCES	11,310,905	874,343	1,636	9,967,543	467,383	(35,754)
FY 23 Increase/(Decrease) to Fund Balance	1,289,688	8,038	329	1,112,280	169,042	(7,659)
TOTAL NET POSITION	12,600,593	882,381	1,965	11,079,823	636,425	(43,412)
TOTAL LIABILITIES & NET POSITION	14,459,799	914,869	161,315	12,746,949	636,665	0

* The fixed asset and land balances, net of depreciation, include \$5,952,463 in transit funds, \$0 in the governmental-wide fund account and \$0 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, 2022 through January 31, 2023**

	TOTAL	General	CIP	Transit	PS	GFA
Revenues						
Federal Grants	3,446,973		1,448,674	1,998,299		
State Funding	1,926,991		47,190	1,879,801		
Contributions	62,037	29,167	576	32,294		
General Revenues	26,426	26,347		80		
Charges for Services	427,521	81,715		5,126	340,680	
Special Items	13,380	1,111	334	10,487	1,448	
Pass-Through Revenue	45,300			45,300		
TOTAL REVENUES	5,948,628	138,340	1,496,774	3,971,386	342,129	
Expenses						
Personnel	2,606,673	207,728	71,594	2,254,950	72,400	
Personnel - Compensated Absences	5,294			5,294		7,659
Contracts	153,208		106,211		46,998	
Fuel	169,691			169,691		
Depreciation	377,893			377,893		
Other Operating	1,270,015	155,352	17,356	1,043,617	53,689	
ICAP - 10%		(233,785)	6,237	227,548		
Capital Outlay	30,527			30,527		
Interest	338	338				
Other Funding Sources		669	1,295,047	(1,295,715)		
Pass-Through Expenses	45,300			45,300		
TOTAL EXPENSES	4,658,939	130,302	1,496,445	2,859,106	173,087	7,659
FY 23 Increase / (Decrease) to Net Position	1,289,688	8,038	329	1,112,280	169,042	(7,659)

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through January 31, 2023**

	General Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	District Ops
Revenues									
General Revenues									
Miscellaneous		500		25,847	25,847	26,347		-100.00%	26,347
Contributions	12,500	8,334	4,166	4,167	8,333	29,167	50,000	58.33%	29,167
Total General Revenues	12,500	8,834	4,166	30,014	34,180	55,514	50,000	111.03%	55,514
Charges for Services									
Administrative Fees	26,223	7,527	220	98	317	34,068	47,500	71.72%	34,068
Rental Car Mitigation Fees	31,152	5,990	7,519	2,987	10,506	47,647	100,000	47.65%	47,647
Total Charges for Services	57,375	13,517	7,738	3,085	10,823	81,715	147,500	55.40%	81,715
Special Items									
Sale of Fixed Assets									
Interest Revenue	150	166	149	646	795	1,111	100	1110.66%	1,111
Total Special Revenues	150	166	149	646	795	1,111	100	1110.66%	1,111
TOTAL REVENUES	70,025	22,517	12,053	33,745	45,797	138,340	197,600	70.01%	138,340
Expenses									
Operating									
Personnel	81,613	56,118	40,154	29,844	69,997	207,728	405,888	51.18%	207,728
Admin Support	(89,303)	(64,144)	(46,227)	(34,111)	(80,339)	(233,785)	(392,269)	59.60%	(233,785)
Repairs & Maintenance							250	0.00%	
Insurance	6,955	4,637	2,318	2,318	4,637	16,229	28,280	57.39%	16,229
Facility Rent	11,897	9,169	4,049	4,049	8,098	29,164	52,041	56.04%	29,164
Telephone	4,285	2,289	1,182	1,185	2,366	8,940	15,310	58.39%	8,940
Supplies	4,039	2,640	607	1,338	1,945	8,624	19,560	44.09%	8,624
Advertising & Public Relations							1,500	0.00%	
Reproduction & Printing		222		65	65	287	750	38.22%	287
Postage				398	398	398	500	79.60%	398
Dues, Subscriptions & Publications	5,022	4,263	1,478	1,151	2,628	11,914	13,332	89.36%	11,914
License & Permits							500	0.00%	
Professional Services/Contracts	10,274	2,758	1,740	3,806	5,546	18,579	47,715	38.94%	18,579
Legal Services	3,803	689	248	1,709	1,957	6,449	25,000	25.80%	6,449
Auditing Services		22,000	8,740		8,740	30,740	35,740	86.01%	30,740
Bank Fee / CC Fees				14	14	14	500	2.73%	14
Transit Management - No Shore			20,000		20,000	20,000	20,000	100.00%	20,000
Training	939	219				1,158	3,500	33.09%	1,158
Travel		452	282		282	734	5,700	12.88%	734
Events	289		340		340	629	1,500	41.95%	629
Miscellaneous Expenses	583	541	197	172	369	1,494	32,700	4.57%	1,494
Total Operating	40,398	41,853	35,107	11,937	47,044	129,296	317,997	40.66%	129,296
Capital Outlay									
Office & Equipment over \$5000									
Office & Equipment under \$5000									
CIP over \$5000									
Reimbursed Capital Expenses									
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0

**Tahoe Transportation District
General Fund
Statement of Operations
July 1, 2022 through January 31, 2023**

	General Fund Activity					Actual vs Budget			Program YTD District Ops
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	
Interest									
Interest Expense				338	338	338	750		338
Total Interest Expense	0	0	0	338	338	338	750	45.01%	338
Other Financing Sources									
Preventive Maint (In)									
Capital Outlay (In) Out									
Transfer (In) Out	398	133	38	99	137	669	5,297	12.62%	669
Total Other Financing Sources	398	133	38	99	137	669	5,297	12.62%	669
TOTAL EXPENSES	40,796	41,987	35,145	12,373	47,519	130,302	324,044	40.21%	130,302
Increase/(Decrease) to Net Position	29,229	(19,470)	(23,093)	21,371	(1,721)	8,038	(126,444)	-6.36%	8,038

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through January 31, 2023**

	CIP Fund					Actual vs Budget			Program YTD						
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans Incline, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
Revenues															
Capital Grant & Contributions															
Surface Transportation Program (STP)	25,107	47,896	26,719	30,221	56,941	129,943	1,882,486	6.90%	68,244	12,702	10,968	38,030			129,943
Congestive Mitigation & Air Quality (CMAQ)	2,490	3,388	628	1,521	2,148	8,026	252,500	3.18%	8,026						8,026
Highway Infrastructure Pgm (HIP)							561,961	0.00%							
Infrastructure - COVID		389	259	329	588	977		-100.00%			977				977
Office of Emergency Services (CalOES)	16,537	8,831	6,557	6,802	13,360	38,728	125,969	30.74%				38,728			38,728
Federal Transportation Administration	50,825	1,243,144		2,849	2,849	1,296,818	3,488,092	37.18%						1,296,818	1,296,818
Transportation Alternative Programs (TAP)		1,268	912	1,241	2,153	3,420	362,415	0.94%			3,420				3,420
CA Sustainable Transportation Planning Prop 1B	3,441		679	86	765	765	25,743	2.97%				765			765
Washoe County		67	161	173	334	3,775		-100.00%						3,775	3,775
Douglas County		173	48	65	113	180	40,467	0.44%			180				180
Contributions	5,512	3,173	68	80	148	321	10,084	3.19%				321			321
Total Capital Grants & Contributions	103,912	1,308,329	38,370	45,829	84,199	1,496,440	6,789,715	22.04%	76,270	12,702	16,121	39,117	51,637	1,300,593	1,496,440
Special Items															
Interest Revenue	24	26	36	247	283	334	0	-100.00%			230	103			334
Total Special Items	24	26	36	247	283	334	0	-100.00%	0	0	230	103	0	0	334
TOTAL REVENUES	103,936	1,308,355	38,406	46,076	84,482	1,496,774	6,789,715	22.04%	76,270	12,702	16,351	39,220	51,637	1,300,593	1,496,774
Expenses															
Personnel	20,906	19,690	16,702	14,296	30,998	71,594	337,766	21.20%	28,436	11,942	14,655	6,631	9,930		71,594
Contract Services	21,186	41,407	18,261	25,356	43,617	106,211	3,249,928	3.27%	44,591			32,987	28,632		106,211
Reproduction & Printing							4,800	0.00%							
Rent Meeting Room							1,000	0.00%							
Supplies				173	173	173	250	69.16%						173	173
License & Permits								100.00%							
Advertising / Outreach							900	0.00%							
Postage		77				77		-100.00%						77	77
Utilities								100.00%							
Professional Services	6,284	3,164	2,461	4,923	7,385	16,833	55,500	30.33%	331			579	13,075	2,849	16,833
Administrative Fees								100.00%							
Bank Fees				5	5	5					4	2			5
Training		25				25		-100.00%	25						25
Travel - Per Diem							1,000	0.00%							
Travel - Commercial Air								100.00%							
Travel - Auto							3,350	0.00%							
Dues & Subscriptions		30		213	213	243	265	91.76%	30	213					243
ICAP - 10%	1,687	1,732	1,474	1,344	2,818	6,237	26,092	23.91%	2,857	1,216	1,466	699			6,237
Total Operating	50,064	66,127	38,898	46,310	85,208	201,398	3,680,851	5.47%	76,270	13,371	16,125	40,897	51,637	3,099	201,398

**Tahoe Transportation District
CIP Fund
Statement of Operations
July 1, 2022 through January 31, 2023**

	CIP Fund					Actual vs Budget			Program YTD						
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans Incline, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
Capital Outlay															
Equipment over \$5000	30,540	1,237,190				1,267,730	3,819,985	33.19%						1,267,730	1,267,730
Equipment under \$5000	23,725	5,877	924		924	30,527	45,826	66.61%						30,527	30,527
CIP Over \$5000								100.00%							
Reimb Capital Expenses	(54,266)	(1,243,067)	(924)		(924)	(1,298,257)	(3,865,811)	33.58%						(1,298,257)	(1,298,257)
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Other Financing Sources															
Preventive Maint (In)								100.00%							
Capital Outlay (In) Out	54,266	1,243,067	924		924	1,298,257	3,865,811	33.58%						1,298,257	1,298,257
Transfer (In) Out	(417)	(865)	(1,453)	(476)	(1,928)	(3,210)	(756,947)	0.42%		(669)		(1,779)		(763)	(3,210)
Total Other Financing Sources	53,848	1,242,203	(528)	(476)	(1,004)	1,295,047	3,108,864	41.66%	0	(669)	0	(1,779)	0	1,297,495	1,295,047
TOTAL EXPENSES	103,912	1,308,329	38,370	45,834	84,204	1,496,445	6,789,715	22.04%	76,270	12,702	16,125	39,118	51,637	1,300,593	1,496,445
Increase / (Decrease) to Fund Balance	24	26	36	242	278	329	0	-100.00%	0	0	227	102	0	0	329

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2022 through January 31, 2023

	TO Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Revenues									
Grants & Contributions									
FTA 5311	192,336	181,515	101,399	54,653	156,052	529,903	1,819,985	29.12%	529,903
FTA 5307	728,955	329,572	87,410	322,459	409,869	1,468,396	5,342,978	27.48%	1,468,396
FTA 5310							54,304	0.00%	
TDA - LTF	423,888	282,592	141,296	141,296	282,592	989,072	1,668,119	59.29%	989,072
TDA - STA	189,271	126,180	63,091	63,090	126,181	441,632	578,865	76.29%	441,632
TDA - SGR				56,786	56,786	56,786	95,343	59.56%	56,786
LCTOP	72,618	37,864	152,417	15,473	167,890	278,372	278,372	100.00%	278,372
NV State Parks	85,000					85,000	85,000	100.00%	85,000
El Dorado County				28,939	28,939	28,939			28,939
Solar Renewable Energy Credits				5,126	5,126	5,126			5,126
Sac Emergency Clean Air							400,000	0.00%	
Hybrid Voucher Incentive Pgm								100.00%	
Contributions				32,294	32,294	32,294	35,000	92.27%	32,294
Total Grants & Contributions	1,692,068	957,723	545,613	720,115	1,265,728	3,915,519	10,357,966	37.80%	3,915,519
Charges for Services									
FareBox Revenue							82,500	0.00%	
Pass Sales								100.00%	
Advertising Revenue								100.00%	
Total Charges for Services	0	0	0	0	0	0	82,500	0.00%	0
Special Items									
Sale of Fixed Assets	224	1,150	2,178		2,178	3,551	2,500	142.06%	3,551
Miscellaneous	41	17	14	9	23	80		-100.00%	80
Insurance Claim Revenues								-100.00%	
Interest Revenue	631	576	754	4,975	5,728	6,936	675	1027.48%	6,936
Total Special Items	895	1,742	2,945	4,984	7,929	10,566	3,175	332.80%	10,566
Pass Through Revenue	25,670	6,040	13,590		13,590	45,300		-100.00%	45,300
TOTAL REVENUES	1,718,633	965,506	562,148	725,099	1,287,247	3,971,386	10,443,641	38.03%	3,971,386
Expenses									
Operating									
Personnel	916,493	602,212	431,575	309,965	741,539	2,260,244	4,971,842	45.46%	2,260,244
Contract							250,900	0.00%	
Vehicle Fuel	82,974	50,939	17,868	17,910	35,778	169,691	490,300	34.61%	169,691
Sales Tax on Fuel	108		118		118	226	1,200	18.83%	226
Repair and Maintenance	104,278	59,083	61,341	28,876	90,217	253,579	840,238	30.18%	253,579
Insurance	62,426	43,398	62,384	21,384	83,769	189,593	346,670	54.69%	189,593
Reproduction & Printing	1,732			130	130	1,862	25,000	7.45%	1,862
Facility Rent	45,325	26,654	13,299	13,938	27,236	99,215	183,131	54.18%	99,215
Facility Utilities	22,407	25,758	20,937	14,530	35,467	83,632	137,665	60.75%	83,632
Telephone	8,741	6,534	2,769	2,894	5,663	20,938	35,000	59.82%	20,938

Tahoe Transportation District
Transit Fund
Statement of Operations
July 1, 2022 through January 31, 2023

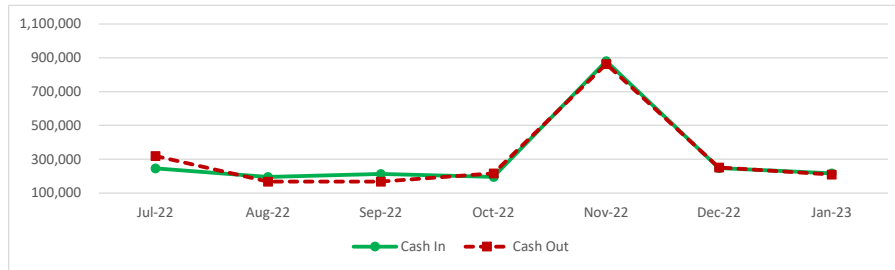
	TO Fund Activity					Actual vs Budget			Program YTD
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued									
Supplies	16,403	9,746	2,722	5,340	8,062	34,211	90,518	37.80%	34,211
Advertising & Public Relations	7,059	2,689	1,128	201	1,329	11,078	47,525	23.31%	11,078
License & Permits				75	75	75	1,035	7.25%	75
Dues, Subscriptions and Publications	2,105	5,147	1,049	5,439	6,488	13,739	26,260	52.32%	13,739
Warranty		12,925	2,585	2,585	5,170	18,095		-100.00%	18,095
Professional Services	115,510	104,418	25,720	44,165	69,886	289,815	627,377	46.19%	289,815
Bank Fees	1,276	840	414	574	989	3,104	6,000	51.74%	3,104
Training	870	2,190	595	3,250	3,845	6,905	25,000	27.62%	6,905
Travel	4,306	5,528	680	1,715	2,395	12,229	22,000	55.59%	12,229
Reimbursed Travel	638	(11)	1,909	(1,402)	507	1,134		-100.00%	1,134
Miscellaneous Expenses	2,990	233	795	170	964	4,188	105,000	3.99%	4,188
ICAP - 10%	87,616	62,411	44,753	32,768	77,521	227,548	366,177	62.14%	227,548
Depreciation Expense	71,171	222,694	42,744	41,284	84,028	377,893	900,000	41.99%	377,893
Total Operating	1,554,429	1,243,389	735,386	545,790	1,281,176	4,078,994	9,498,838	42.94%	4,078,994
Capital Outlay									
Equipment under \$5000	23,725	5,877	924		924	30,527	45,826	66.61%	30,527
Disposal of Fixed Assets								100.00%	
Reimbursed Capital Expenses								100.00%	
Total Capital Outlay	23,725	5,877	924		924	30,527	45,826	66.61%	30,527
Other Financing Sources									
Capital Outlay (In) Out	(54,266)	(1,243,067)	(924)		(924)	(1,298,257)	(3,865,811)	33.58%	(1,298,257)
Transfer (In) Out	19	731	1,414	377	1,791	2,542	751,650	0.34%	2,542
Total Other Financing Sources	(54,246)	(1,242,336)	490	377	867	(1,295,715)	(3,114,161)	41.61%	(1,295,715)
Pass Through Expenses	25,670	6,040	13,590		13,590	45,300		-100.00%	45,300
TOTAL EXPENSES	1,549,578	12,970	750,391	546,167	1,296,558	2,859,106	6,430,503	44.46%	2,859,106
Increase / Decrease) to Fund Balance	169,056	952,535	(188,243)	178,932	(9,311)	1,112,280	4,013,138	27.72%	1,112,280

Tahoe Transportation District
 Parking Systems Fund
 Statement of Operations
 July 1, 2022 through January 31, 2023

	Parking System Activity					Actual vs Budget			Parking Systems		
	1st Qtr	Oct and Nov	Dec	Jan	Dec and Jan	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
Revenues											
General Revenues											
Contributions								100.00%			
Total General Revenues	0	0	0	0	0	0	0	100.00%	0	0	0
Charges for Services											
Parking Ops - Meters	243,508	61,984	324	8	332	305,824	425,000	71.96%	305,824		305,824
Parking Ops - Events	800	800				1,600		-100.00%	1,600		1,600
Parking Non Compliance	18,726	11,690	1,872	968	2,840	33,257	50,000	66.51%		33,257	33,257
Total Charges for Services	263,034	74,474	2,195	977	3,172	340,680	475,000	71.72%	307,424	33,257	340,680
Special Items											
Interest Revenue	14	10	184	1,240	1,424	1,448		-100.00%	1,448		1,448
Total Special Revenues	14	10	184	1,240	1,424	1,448	0	-100.00%	1,448	0	1,448
TOTAL REVENUES	263,048	74,485	2,379	2,217	4,596	342,129	475,000	72.03%	308,872	33,257	342,129
Expenses											
Personnel	43,023	19,887	7,205	2,286	9,491	72,400	87,282	82.95%	39,792	32,608	72,400
Contracts		26,630	20,367		20,367	46,998	147,687	31.82%	46,998		46,998
Professional Services	3,266	1,296	370	300	669	5,231	33,700	15.52%	2,174	3,057	5,231
Insurance								100.00%			
Telephone	492	251	183	5	188	931	1,800	51.71%	465	465	931
Subscriptions, Publications, Dues	20	15	8	8	15	50	700	7.10%	25	25	50
License & Permits	165					165	150	109.95%	82	82	165
Supplies	130	74				204	2,500	8.15%	204		204
Repairs & Maintenance							9,499	0.00%			
Admin Fees	26,223	7,527	220	98	317	34,068	47,500	71.72%	30,742	3,326	34,068
Travel - Auto		28				28	250	11.32%		28	28
Bank / CC Fees	8,742	3,435	763	72	835	13,013	20,000	65.06%	13,013		13,013
Misc Fees							202	0.00%			
Depreciation								100.00%			
TOTAL OPERATING EXPENSES	82,061	59,143	29,114	2,769	31,883	173,087	351,270	49.27%	133,495	39,592	173,087
Capital Outlay											
Equipment over \$5000								100.00%			
Equipment under \$5000								100.00%			
Total Capital Outlay	0	0	0	0	0	0	0	100.00%	0	0	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	0	0	100.00%	0	0	0
Total Expenses and Other Funding Sources	82,061	59,143	29,114	2,769	31,883	173,087	351,270	49%	133,495	39,592	173,087
Increase /(Decrease) to Fund Balance	180,987	15,342	(26,735)	(552)	(27,287)	169,042	123,730	136.62%	175,377	(6,335)	169,042

Tahoe Transportation District
 Governmental Funds Cash Flow
 July 1, 2022 through January 31, 2023

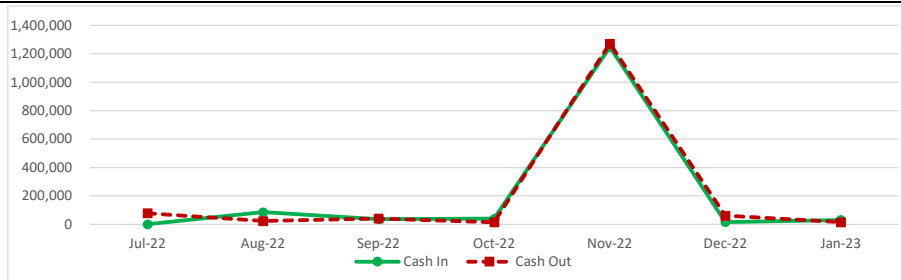
GENERAL FUND



Cash In Source	Total	Transfer from other funds for					Contri- butions	LOC	Misc Receipts
		RCMF	PR Liab	ICAP	Admin Fees				
Jul-22	245,899	3,135	207,747	24,634	10,372	0		11	
Aug-22	195,388	396	151,168	33,184	10,578	0		62	
Sep-22	213,562	19,096	145,131	31,484	5,274	12,500		78	
Oct-22	195,698	7,310	139,358	30,661	5,286	12,500		583	
Nov-22	880,357	18,585	148,447	33,483	2,241	0	677,519	83	
Dec-22	247,964	0	201,368	46,227	220	0		149	
Jan-23	216,167	0	155,465	34,111	98	0		26,493	

Cash Out Source	Total	Net Payroll	PR Liabilities	Match To		Vendor Payments	LOC	Net
				CIP				
Jul-22	319,156	23,081	243,094.82	155.93		52,824.30		(73,258)
Aug-22	167,930	15,203	138,174.59	96.16		14,456.72		27,458
Sep-22	168,103	15,804	137,867.42	146.05		14,285.55		45,459
Oct-22	216,820	15,614	189,263.75	96.48		11,846.06		(21,122)
Nov-22	863,149	14,825	137,796.93	36.86		32,971.38	677,519	17,208
Dec-22	250,971	22,596	185,409.54	38.14		42,927.08		(3,007)
Jan-23	209,374	15,535	183,469.19	98.92		10,270.37		6,793

CIP FUND

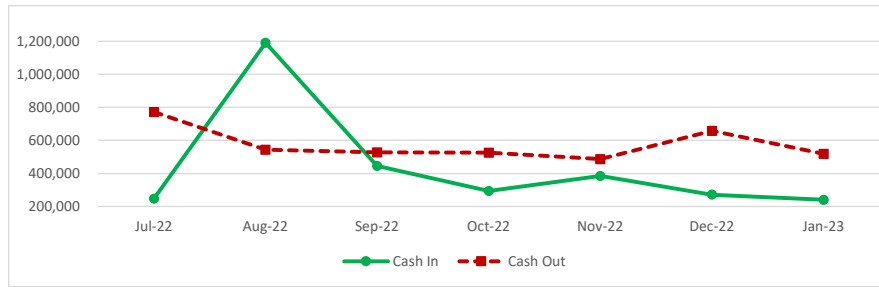


Cash In Source	Total	FTA	TRPA		Caltrans -		NDOT -		Contrib /Other	Match
			Prop 1B		US 50	STBG	CaOES			
Jul-22	1,461	1,304	0	0	0	0	0	2	155	
Aug-22	85,417	50,990	2,880	18,661	12,760	0	0	10	116	
Sep-22	37,538	20,285	0	13,198	0	3,896	0	12	146	
Oct-22	40,458	30,540	1,063	5,772	2,963	0	0	13	108	
Nov-22	1,248,222	1,237,190	0	5,210	2,201	2,851	0	13	757	
Dec-22	16,041	5,877	0	8,676	0	0	0	36	1,453	
Jan-23	31,091	77	0	14,691	0	15,600	0	247	476	

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Net
Aug-22	23,417	3,690	2,965	564	16,199	62,000
Sep-22	41,009	4,023	3,085	555	33,346	(3,472)
Oct-22	14,886	5,479	3,834	823	4,750	25,572
Nov-22	1,271,933	6,266	4,111	910	1,260,646	(23,711)
Dec-22	60,720	10,398	6,328	1,474	42,519	(44,679)
Jan-23	15,515	8,097	6,199	1,344	(125)	15,576

Tahoe Transportation District
Enterprise Funds Cash Flow
July 1, 2022 through January 31, 2023

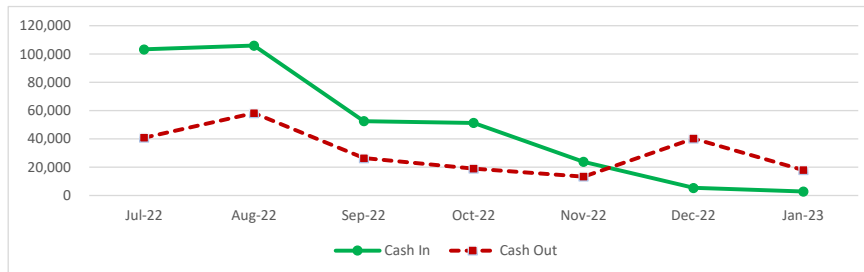
TRANSIT OPERATIONS FUND



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Pass Thru	Farebox Contri- butions	Misc Receipts	Interest	Sale of Fixed Asset
Jul-22	246,760	200,749	0	0	10,570	35,000	174	43	224
Aug-22	1,190,365	546,891	364,834	0	0	278,372	0	268	0
Sep-22	445,389	306,053	0	139,017	0	0	0	319	0
Oct-22	293,442	222,925	56,625	0	13,590	0	0	302	0
Nov-22	385,242	199,977	56,235	0	42,606	85,000	0	274	1,150
Dec-22	271,367	188,959	79,476	0	0	0	0	754	2,178
Jan-23	240,818	140,613	90,105	0	0	0	5,126	4,975	0

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-22	771,837	272,780	194,889	24,066	280,103	(1)	(525,077)
Aug-22	542,878	175,534	143,562	32,621	191,141	20	647,487
Sep-22	527,498	165,035	136,199	30,929	195,315	20	(82,109)
Oct-22	525,944	158,822	131,267	29,838	206,006	11	(232,502)
Nov-22	487,041	170,668	141,562	32,573	141,517	720	(101,799)
Dec-22	657,176	248,803	192,600	44,753	169,606	1,414	(385,809)
Jan-23	518,724	163,441	148,171	32,768	173,968	377	(277,906)

PARKING SYSTEMS FUND



Cash In Source	Total	Parking Meter Rev	Non-Comp Revenue	Contri- butions	Misc Receipts	Interest
Jul-22	103,220	97,790	5,427	0	0	4
Aug-22	105,978	100,233	5,740	0	0	5
Sep-22	52,457	46,426	6,026	0	0	5
Oct-22	51,256	45,441	5,810	0	0	5
Nov-22	23,715	17,375	6,335	0	0	5
Dec-22	5,349	324	4,842	0	0	184
Jan-23	2,831	8	1,583	0	0	1,240

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
Jul-22	40,789	13,069	6,480	10,868	10,372	62,431
Aug-22	58,244	9,348	4,641	33,678	10,578	47,734
Sep-22	26,376	11,182	5,843	4,077	5,274	26,081
Oct-22	19,079	7,684	4,019	2,090	5,286	32,177
Nov-22	13,315	5,461	2,722	2,890	2,241	10,400
Dec-22	40,305	4,739	2,465	32,881	220	(34,956)
Jan-23	17,995	1,191	1,095	15,611	98	(15,163)

Grant Status Report		April 2023										
Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status	
FHWA	3.1 - US50	2021 Accelerated Innovation Deployment (AID) Demonstration Program	US50 SSCRCP Wayfinding, Parking & Transit Integration	\$ 1,000,000	25%	\$ 250,000	Toll credits/gas tax	Yes-9/2021	Unknown	Pending	Pending Decision	
FTA	4.7 - Transit Operations	Coronavirus Response & Relief Supplemental Appropriations Act (CRRSAA)	5310 ADA Operations	\$ 9,053	0%	\$ -	Transportation Development Credits	Yes	Unknown	Yes	Pending grant agreement	
FTA	4.7 - Transit Operations	FY21 - Section 5310	ADA Operations	\$ 63,357	25%	\$ 15,839	Transportation Development Credits	Yes	n/a	Yes	Pending grant agreement	
NDOT	5.1 - State & Local Revenue Development	2021 Surface Transportation System Funding Alternatives (STSFA)	Sustainable Regional Revenue System (submitted by NDOT)	\$ 827,000	100%	\$ 827,000	TBD	Yes-11/2021	Apr-22	No	Not Awarded	
FHWA	3.18.5 - Communication & Technology Infrastructure	SMART - Strengthening Mobility & Revolutionizing Transportation Program	Intelligent Sensor Integration on Rural Multi-Modal System with an Urban Recreation Travel Demand, Lake Tahoe Basin, NV and CA	\$ 1,489,000	0%	\$ -	N/A	Yes-11/2022	Mar-23	Yes	Awarded - pending grant agreement	
TMPO	3.11 - Maintenance and Admin Facility	2023 Regional Grant Program	Maintenance & Admin Facility Design Phase	\$ 2,375,000	5%	\$ 125,000	TDA	Yes-12/2022	Unknown	Pending	Pending Decision	
TMPO	3.1 - SSCRCP	2023 Regional Grant Program	US-50 - Revised Design Phase	\$ 9,471,014	5% (NV) & 11.47% (CA)	\$ 461,656	Various	Yes-12/2022	Unknown	Pending	Submitted additional details 01/2023	
TMPO	4.7 - Transit Operations	2023 Regional Grant Program	Free to User Transit Program	\$ 1,000,000	11.47%	\$ 129,561	Transportation Development Credits	Yes-12/2022	23-Apr	Pending	Pending Decision	
FHWA	3.3	2023 RAISE	SR28 Corridor	\$ 27,820,000	0%	\$ 2,820,000	State	Yes-02/2023	Unknown	Pending	Pending Decision	
CALSTA	Multiple	FY23 TIRCP - Transit and Intercity Rail Capital Program	Ferry, SR89, 267 Transit Lanes, Mobility Hub Master Plans, Fleet electrification for TTD & TART, Maintenance Facilities for TTD and Truckee	\$ 101,575,000	0%	\$ 53,403,000	Various	Yes-02/2023	Apr-23	Pending	Pending Decision	
FTA	3.11 - Maintenance and Admin Facility	Areas of Persistent Poverty Program	TTD Maintenance and Administrative Facility Replacement Planning	\$ 944,445	10%	\$ 94,445	Transportation Development Credits	Yes-03/2023	Unknown	Pending	Pending Decision	
NDOT	4.7 - Transit Operations	NDOT FY 24-26 5311	Operations/ Preventative Maintenance	TBD	Admin 20%, Ops 40.62%	TBD	TDA	No-04/2023	Sep-23	Pending	Submitting by April 28, 2023	
NDOT	4.3 - Capital Equipment	NDOT FY 24-26 5339	Capital Vehicles and Equipment	TBD	15%	TBD	TDA	No-04/2023	Sep-23	Pending	Submitting by April 28, 2023	

JS/ja

AGENDA ITEM: XI.A.



MEMORANDUM

Date: March 30, 2023

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff

Subject: Recommend Approval of Amendment 2 for Fiscal Year 2023's General Fund, Capital Improvement Program Fund, and Transit Operations Fund Budgets

Action Requested:

It is requested the Committee recommend approval of amendment 2 for fiscal year 2023's General Fund, Capital Improvement Program (CIP) Fund and Transit Operations Fund budgets.

Fiscal Analysis:

Staff has reviewed the first seven months of TTD's fiscal activity and has refined the last five months' projections for three of TTD's funds (See Attachment A). The analysis resulted in a decrease to the original budgeted decrease of \$125,323 of the General Fund Unrestricted Reserve Balance to \$47,659. The CIP fund net change is zero as the CIP fund is based on reimbursable grants, however, staff has reflected a decrease due to Transit Operations projects that have been delayed, cancelled, or included for FY24. The Transit Fund adjustments result in a decrease to the originally budgeted increase of \$3,954,161 to an increase of only \$560,156 for FY23. There are no changes to the Parking Systems budget. Staff will continue to evaluate and report back any significant changes.

Work Program Analysis:

The proposed CIP Fund's budget amendment decrease in transit operations projects include:

- Four Phoenix buses budgeted at \$1,117,566 (order cancelled)
- Delayed delivery of four Gillig buses to FY24 and budgeted at \$2,200,000 (originally noted as two diesel and four cutaway buses in FY23 budget)
- Delaying or repurposing equipment / cutaway bus replacements totaling \$447,968

Adjustments also being proposed include:

- Final installments for the three Proterra buses, miscellaneous equipment and two over-head chargers that slipped from original delivery of FY22 to FY23, totaling \$1,777,909.
- Purchase of a 2022 RAV 4 service truck for \$30,540, utilizing FY19 FTA 5339 UZA funds.
- Purchase of a Davey cutaway bus for \$263,930 with FY20 and FY21 FTA 5339 UZA funds of \$148,136, NDOT 5311 funds of \$110,004 and FY23 TDA funds of \$5,790.
- Other miscellaneous equipment totaling \$42,622 purchased with various FTA 5339 funds detailed in Attachment A.

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

The changes reduced the fixed assets/equipment transferred to the Transit Operations fund by \$1,856,104, while the net effect to the CIP fund was zero.

Work program hours in the Transit Operations fund were reduced by five full-time and three part-time bus operators and increasing the extra-board operators by two positions, a reduction of 17,056 hours. The reduction was based on management assuming staffing challenges to continue in the future. When the staffing situation changes, additional amendments will be brought forward to increase personnel costs and may include additional variable operational costs resulting from the additional work hours, such as fuel, repairs and maintenance. Staff also refined overtime hours for represented staff, a decrease of \$558,523 for FY23.

Background:

Every year, a budget is developed and adopted by the Board, reviewed throughout the year and returned to the Board, if and when amendments are needed. The General Fund does not have a designated funding source and the reserve has been built up over the course of the last fourteen years. In the CIP Fund, the reserve is restricted and was earned from interest incurred on project funding advances. The interest will be used on the specific project's expenses or returned to the entity that gave the advance. In the Transit Operations Fund, \$2.4 million of the unrestricted reserve is held for three months of cash flow; \$250 thousand is set-aside for possible future insurance claims (10 incidents at \$25 thousand per incident); and \$2 million is restricted for specific project grant matches, including operations, bus purchases and planning.

FY23 Budget Amendment 1 was approved by the Board in December 2022. The amendment included budgeting for the California Sustainable Transportation Planning (Zero Emissions Fleet and Facility) grant funds which were awarded in FY23 and adding a Public Information Officer position.

Discussion:

In this amendment, the General Fund budget was adjusted for a one-time return of Modified Business Tax expenses which were incurred in the first calendar quarter of 2019 through fourth calendar quarter of 2021 totaling \$25,847. The State of Nevada agreed that TTD is a political subdivision and therefore exempt from that tax. Staff originally anticipated receiving the payment in FY22 and did not include it in the FY23 budget. Staff is proposing to increase the budgeted administrative support fees by \$33,823 resulting from 10% of allowable modified expenses incurred in the transit fund. Other general fund budget adjustments are detailed in Schedule A.

The proposed budget amendment for the CIP fund is detailed in the Work Program section above, with additional information being provided in Attachment A.

The proposed Transit Operations budget changes are detailed in Attachment A, along with brief descriptions.

Additional Information:

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org, or Carl Hasty at (775) 589-5501 or chasty@tahoetransportation.org.

Attachment:

A. FY23 Budget Amendment 2

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

**Tahoe Transportation District
FY23 April Proposed Budget Amendment**

General Fund

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	
Revenues					
Charges for Services					
Administrative Fee Revenue	(47,500)			(47,500)	
Rental Car Mitigation Revenues	(100,000)		5,000	(95,000)	RCMF running lower than FY22
General Revenues					
Miscellaneous Revenues			(25,847)	(25,847)	One-time Modified Business Tax refund
Contributions	(50,000)			(50,000)	
Special Items					
Interest Revenue	(100)		(2,400)	(2,500)	Gold account interest at 2.5% annually
TOTAL REVENUES	(197,600)	0	(23,247)	(220,847)	
Expenses					
Personel					
	403,590	2,298	0	405,888	
Operating					
Repair and Maintenance	250			250	
Insurance	28,280			28,280	
Reproduction & Printing	750			750	
Rent / Lease	51,441			51,441	
Rent Meeting Room	600			600	
Telephone	15,310			15,310	
Equipment - Non Transferred	3,000		7,000	10,000	Purchase of 3 computers and 2 monitors vs 2 computer
Supplies	16,560			16,560	
Advertising & Public Relations	1,500			1,500	
Postage	500			500	
Subscript, Publicitns & Dues	13,332		3,000	16,332	Adjusted based on first 7 months of actuals
License & Permits	500			500	
Professional Services	47,715		(12,715)	35,000	Savings on financial upgrade to Microsoft Business Central
Legal Services	25,000		(5,000)	20,000	Not anticipating any prolonged legal fees

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AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	
Continued Operating					
Auditing Services	35,740			35,740	
Bank Fees	500			500	
Transit Op Mgmt: North Shore	20,000			20,000	
Training	3,500			3,500	
Travel - Per Diem	2,600			2,600	
Travel - Commercial Air	1,600		1,000	2,600	Anticipating airfare increases
Travel - Auto	1,500			1,500	
Events	1,500			1,500	
Miscellaneous/Contingency	32,700		(15,000)	17,700	Adjusted for possible contingency needed in 2nd half FY23
Admin Support Fees (ICAP)	(391,092)	(1,177)	(33,823)	(426,092)	TO's Admin Support fees
Interest & Taxes					
Interest	750			750	
Other Financing Sources					
Transfer Out - (Exp)	5,297			5,297	
TOTAL EXPENSES	322,923	1,121	(55,538)	268,506	
Decrease\Increase to FundBal	125,323	1,121	(78,785)	47,659	

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

**Tahoe Transportation District
FY23 April Proposed Budget Amendment**

CIP Fund

FY23 Transit Capital Purchases Removed	Funding Source Detail	Amend	New Budget	Transfer to TO
4 Phoenix Bus Purchases	\$ 1,117,566	\$ (1,117,566)	\$ -	(1,117,566)
FTA 5339 C - FY19	600,000	(600,000)	-	
FTA 5339 UZA - FY 17	117,566	(117,566)	-	
TDA (Sac Emergency Clean Air Transp Pgm)	400,000	(400,000)	-	
2 Diesel Bus Purchases	\$ 1,200,000	\$ (1,200,000)	\$ -	(1,200,000)
NDOT 5339	1,020,000	(1,020,000)	-	
TDA Match	180,000	(180,000)	-	
4 Cutaway Bus Purchases	\$ 1,000,000	\$ (1,000,000)	\$ -	(1,000,000)
NDOT 5339	850,000	(850,000)	-	
TDA Match	150,000	(150,000)	-	
Equipment - FTA 5339 UZA FY21	\$ 120,000	\$ (120,000)	\$ -	(120,000)
Replacement Cutaway Bus	120,000	(120,000)	-	
Equipment - FTA 5339 UZA FY 19	\$ 118,509	\$ (118,509)	\$ -	(118,509)
Replacement Cutaway Bus	118,509	(118,509)	-	
Equipment - FTA 5339 UZA FY20	\$ 209,459	\$ (209,459)	\$ -	(184,459)
Service Truck Upgrades	25,000	(25,000)	-	
Bus Wash System	64,459	(64,459)	-	
Replacement Cutaway Bus	120,000	(120,000)	-	
Reduction to:	CIP		TO	
FTA 5339 Revenue	3,035,534			
NDOT FTA 5339 Revenue	1,870,000			
TDA Match (Transfer In)	730,000		730,000	
Professional Services	25,000			
Equip over \$5K	3,740,534			
Reimb Equip	3,740,534			
Capital Outlay Equipment	3,740,534		3,740,534	

Revised Transit Capital Purchases	Funding Source Detail	Amend	New Budget	Transfer to TO
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JS/ja

AGENDA ITEM: XI.B.

Proterra Buses and Over Head Chargers	\$	-	\$ 1,777,909	\$ 1,777,909	1,550,187
FTA 5339 UZA FY17		-	171,695	171,695	
FTA 5339C FY17		-	462,837	462,837	
FTA 5339C FY17 - Bus Warranty		-	155,100	155,100	
FTA 5339C FY18		-	697,711	697,711	
FTA 5339C FY19		-	247,452	247,452	
TDA		-	43,114	43,114	
Equipment - FTA 5339 UZA FY17	\$	3,000	\$ -	\$ 3,000	0
Travel for Bus Inspections		3,000		3,000	
2022 RAV 4 - Service Truck	\$	-	\$ 30,540	\$ 30,540	30,540
FTA 5339 UZA FY19		-	30,540	30,540	
Replacement Cutaway Bus (Davey Coach 4X4)	\$	-	\$ 263,930	\$ 263,930	263,930
FTA 5339 UZA FY20		-	120,000	120,000	
FTA 5339 UZA FY21		-	28,136	28,136	
NDOT 5311		-	110,004	110,004	
FY23 TDA		-	5,790	5,790	
Misc Equipment	\$	-	\$ 3,602	\$ 3,602	3,602
Prop 1B	\$	-	3,602	3,602	
Equipment - FTA 5339 UZA FY17	\$	1,850	\$ -	\$ 1,850	1,850
Misc Equipment		1,850		1,850	
Equipment - FTA 5339 UZA FY 19	\$	49,451	\$ 4,057	\$ 53,508	53,508
Electric Fork Lift		49,451	-	49,451	
Portable Swamp Cooler		-	4,057	4,057	
Equipment - FTA 5339C FY 18	\$	-	\$ 8,522	\$ 8,522	8,522
AED Machines		-	8,522	8,522	
Equipment - FTA 5339 UZA FY 18	\$	-	\$ 19,491	\$ 19,491	16,642
Pressure Washer		-	7,729	7,729	
PV Stop Equipment		-	11,762	11,762	
Equipment - FTA 5339 UZA FY20	\$	15,013	\$ -	\$ 15,013	15,013
Misc Transit Equipment		15,013	-	15,013	
Equipment - FTA 5339 UZA FY21	\$	58,963	\$ 6,950	\$ 65,913	65,913
Transit Shelter (Qty 2)		30,000	6,950	36,950	
Nest Cameras		7,500	-	7,500	
Passenger Amenities		21,463	-	21,463	
Additions to:			CIP		TO
FTA 5339 Revenue			1,924,355		
NDOT 5311			110,004		

JS/ja

AGENDA ITEM: XI.B.

Prop 1B - PTMISEA	3,602	
TDA Match (Transfer)	48,904	48,904
Professional Services	230,571	
Equipment Under \$5K	89,818	89,818
Equipment over \$5K	1,794,612	
Reimb Capital	1,884,430	
Capital Outlay (Out)	1,884,430	1,884,430

**Tahoe Transportation District
FY23 April Proposed Budget Amendment**

CIP Fund

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total
Revenues				
CMAQ	(252,500)			(252,500)
Cal OES (Office of Emergency Services)	(125,969)			(125,969)
FTA 5339	(3,488,092)		1,083,043	(2,405,049)
FTA 5311			(110,004)	(110,004)
Surface Transportation Program	(1,883,665)	1,179		(1,882,486)
Highways Infrastructure Program	(561,961)			(561,961)
Contributions	(40,046)	48		(39,998)
Prop 1B - PTMISEA			(3,602)	(3,602)
TAP Revenue	(362,415)			(362,415)
CA Sustainable Transportation Planning		(25,743)		(25,743)
Douglas County	(10,084)			(10,084)
Washoe County	(40,467)			(40,467)
TOTAL REVENUES	(6,765,199)	(24,516)	969,437	(5,820,278)
Expenses				
Personnel	333,170	4,596	0	337,766
Operating				
Contract Services	3,228,928	21,000		3,249,928
Reproduction & Printing	4,800			4,800
Rent Meeting Room	1,000			1,000
Supplies	250			250
Advertising & Public Relations	900			900
Subscript, Publicitns & Dues	265			265
Professional Services	25,000		205,571	230,571
Legal Services	28,500	2,000		30,500
Travel - Per Diem	1,000			1,000
Travel - Auto	3,350			3,350
Admin Support Fees (ICAP)	26,092			26,092
Capital Outlay				
Office & Equipment over \$5000	3,819,985		(1,945,922)	1,874,063
Equip under \$5K	45,826		89,818	135,644
Reimbursed Capital Expenses	(3,865,811)		1,856,104	(2,009,707)
Other Financing Sources				
Capital Outlay In - (Rev)				0
Capital Outlay Out - (Exp)	3,865,811		(1,856,104)	2,009,707
Transfer In - (Rev)	(753,867)	(3,080)	681,096	(75,851)
Transfer Out - (Exp)				0
TOTAL EXPENSES	6,765,199	24,516	(969,437)	5,820,278
Decrease\ (Increase) to FundBal	0	0	0	0

JS/ja

AGENDA ITEM: XI.B.

Tahoe Transportation District
 FY23 April Proposed Budget Amendment
 Transit Operations Fund

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	Detail
Revenues					
Operating Grants & Contributions					
FTA 5311 - NDOT	(1,819,985)		804,767	(1,015,218)	Less percentage of NV revenue hours on reduced service and reduction in estimated FY23 costs (Reimbursement Grant)
FTA 5307 - American Recovery Pla	(758,937)		(305,000)	(1,063,937)	Balance carry over from FY22
FTA 5307 - CARES	(619,205)		(294,805)	(914,010)	Balance carry over from FY22
FTA 5307 - Capital	(117,228)		117,228	0	Reduction in PM expenses combined with CARES and ARP availability
FTA 5307 - Capital Toll Credit	(117,228)		117,228	0	Reduction in PM expenses combined with CARES and ARP availability
FTA 5307 - Ops	(1,639,964)		1,454,964	(185,000)	Reimbursement Grant - Utilizing 100% of FY23 TDA estimates and reduction in estimated FY23 expenses
FTA 5307 Toll Credit Match	(1,639,964)		1,454,964	(185,000)	Reimbursement Grant - Utilizing 100% of FY23 TDA estimates and reduction in estimated FY23 expenses
FTA 5310 - ADA	(54,304)		54,304	0	Reimbursement Grant - Utilizing 100% of FY23 TDA estimates and reduction in estimated FY23 expenses
CMAQ - Converted to FTA 5307	(225,226)			(225,226)	
CMAQ Conv to 5307 - Toll Match	(225,226)			(225,226)	
Contributions	(35,000)			(35,000)	
Sac Emergency Clean Air Transp	(400,000)		400,000	0	Cancelled Phoenix bus purchases
Hybrid Voucher Incentive Pgm			(43,114)	(43,114)	Proterra chargers completed in FY23
TDA - LTF	(1,668,119)		(27,034)	(1,695,153)	Adjusted to final estimate and used as FY23 Expense Reimbursement/Grant Match vs Restricted for future CIP match
TDA - STA	(578,865)		(178,219)	(757,084)	Adjusted to final estimate and used as FY23 Expense Reimbursement/Grant Match vs Restricted for future CIP match
TDA - STA (State of Good Repai	(95,343)		(212)	(95,555)	Adjusted to final estimate
NV State Parks	(85,000)			(85,000)	
El Dorado County			(87,500)	(87,500)	New agreement isolating ADA+ Route
CA - Low Carbon Transit Ops	(278,372)			(278,372)	
Charges for Services					
FareBox Revenue				0	
Farebox Replacement - Electric	(82,500)		67,500	(15,000)	Cancelled Phoenix bus purchases and receiving actual quarter of revenue for Proterra buses

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	Detail
Pass Sales				0	
Special Items					
Interest Revenue	(675)		(19,325)	(20,000)	Gold Account interest at 2.5% annually
Sale of Fixed Assets	(2,500)		(1,500)	(4,000)	Adjustment on Scrap Revenue
Pass Through Revenue					
Pass Through Revenue			(50,000)	(50,000)	Proterra contract extended into FY23
TOTAL REVENUES	(10,443,641)	0	3,464,246	(6,979,395)	
Expenses					
Personel	4,935,076	36,766	(558,523)	4,413,319	Reduction of 5 full-time and 3 part-time Bus Operators, adjustment on estimated overtime
Operating					
Contract Services	250,900		(250,900)	0	Unsuccessful in obtaining micro-transit for ESE summer route
Vehicle Fuel	490,300		(140,300)	350,000	Recalibrated based on actuals through December and estimated balance through June
Electrification - LTCC	43,000		7,000	50,000	Recalibrated based on actuals through December and estimated balance through June
Electrification - Shop St	6,500		(6,500)	0	Chargers will not be installed at Shop Street during FY23
Sales Tax on Fuel	1,200			1,200	
R&M-Work Orders	385,000		(85,000)	300,000	Recalibrated based on actuals through December and estimated balance through June
R&M-Outside Contractor	250,000			250,000	
R&M-Outside Tires	10,000			10,000	
R&M-Fluid & Oils	60,000		(10,000)	50,000	Recalibrated based on actuals through December and estimated balance through June
R&M-Consumables	48,000			48,000	
R&M-Delivery	10,000		(2,000)	8,000	Recalibrated based on actuals through December and estimated balance through June
Non Refundable Core Taxes	63			63	
Continued Operating					
R&M-Other	20,000			20,000	
RM- Equipment Rental	7,500		33,960	41,460	4 bus leases (2 months)
Equip under \$5K (TO Grant R&M)	23,000			23,000	
R&M-Passenger Amenities	20,000			20,000	

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	Detail
R&M-Write Off	5,000			5,000	
Inventory Disposal	2,175		12,825	15,000	Fleet and Facilities Manager will be selling, returning or scrapping parts in inventory no longer useful to the operations
Sale of Inventory Disposals	(500)		(1,000)	(1,500)	See Inventory Disposal Above
R&M-Clearing				0	
Insurance	346,670			346,670	
Reproduction & Printing	25,000		(20,000)	5,000	Recalibrated based on actuals through December and estimated balance through June
Rent / Lease	182,881			182,881	
Rent Meeting Room	250		250	500	Spring Summit Meeting
Facility Utilities	88,165		11,835	100,000	Recalibrated based on actuals through December and estimated balance through June
Telephone	35,000			35,000	
Equipment - Non Transferred	7,500			7,500	
Supplies	75,000		(25,000)	50,000	Recalibrated based on actuals through December and estimated balance through June
Uniforms	7,500		2,500	10,000	Recalibrated based on actuals through December and estimated balance through June
Advertising & Public Relations	147,525	(100,000)		47,525	Recalibrated based on actuals through December and estimated balance through June
Postage	518			518	
Subscript, Publictns & Dues	26,260			26,260	
License & Permits	1,035			1,035	
Professional Services	592,127		24,000	616,127	Anticipated TRPA reimbursement occurred in FY22
Professional Services - Unallowable	1,250		750	2,000	Recalibrated based on actuals through December and estimated balance through June
Legal Services	34,000			34,000	
Bank Fees	6,000			6,000	
Training	25,000			25,000	
Travel - Per Diem	12,000			12,000	
Travel - Commercial Air	5,000			5,000	
Travel - Auto	5,000		5,000	10,000	Recalibrated based on actuals through December and estimated balance through June
Events	5,000			5,000	
Continued Operating					
Warranty	0		41,190	41,190	Proterra 5 year warranty written off in 60 monthly installments
Miscellaneous (Contingency)	100,000		(50,000)	50,000	

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.

	Orig FY23 Budget	Approved Amendment 1 December 6, 2022	Proposed Amendment 2 April 6, 2023	FY23 Total	Detail
Admin Support Fees (ICAP)	365,000	1,177	33,823	400,000	Recalibrated based on actuals through December and estimated balance through June
Depreciation Expense	900,000		(350,000)	550,000	Reduction in Fixed Assets from decrease in CIP project delivery - See CIP Detail
Capital Outlay					
Equip under \$5K	45,826		89,818	135,644	Increase in Equipment from changes in the CIP project delivery - See CIP Detail
Property Acquisition				0	
Disposal of Fixed Assets				0	
Other Financing Sources					
Capital Outlay In - (Rev)	(3,865,811)		1,856,104	(2,009,707)	Reduction in Fixed Assets from decrease in CIP project delivery - See CIP Detail
Capital Outlay Out - (Exp)				0	
Transfer In - (Rev)				0	
Transfer Out - (Exp)	748,570	3,080	(681,096)	70,554	Reduction in Fixed Assets from decrease in CIP project delivery - See CIP Detail
Pass Through					
Passthrough Expenditure		0	50,000	50,000	Proterra contract extended into FY23
TOTAL EXPENSES	6,489,480	(58,977)	(11,264)	6,419,239	
Decrease\Increase to FundBal	(3,954,161)	(58,977)	3,452,982	(560,156)	

JS/ja

AGENDA ITEM: XI.B.

FPC AGENDA ITEM: III.B.



MEMORANDUM

Date: March 30, 2023

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – George Fink, Transit System Program Manager

Subject: Recommend the TTD Board Authorize the District Manager to Execute a Six-Month Lease Agreement with Complete Coach Works for Two 30-Foot Gillig Low Floor Buses and Two 35-Foot Gillig Low Floor Buses in an Amount Not to Exceed \$108,480

Action Requested:

It is requested the Committee recommend the TTD Board authorize the District Manager to execute a six-month lease contract with Complete Coach Works for two 30-foot Gillig low floor buses and two 35-foot Gillig low floor buses in an amount not to exceed \$108,480.

Fiscal Analysis:

All expenditures associated with this item for the fiscal year are in the approved FY23 and FY24 budgets.

Work Program Impact:

All work associated with this effort is captured under respective elements of the approved FY23 Work Program and will be included in the FY24 work program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3: Fund and operate regional multi-modal transportation systems.

Background:

TTD partners with the Nevada Division of State Parks (NDSP) to provide a seasonal shuttle service between Incline Village and Sand Harbor State Park. When the parking lot at Sand Harbor reaches capacity, visitors can access the park by taking the East Shore Express (ESE) shuttle.

The service operates each summer from mid-June through Labor Day. It begins on weekends only for the first two weekends in June, then transitions to daily service in late June through Labor Day. Service hours are 9:00 a.m. to 7:00 p.m. Service operates a continuous loop between Incline Village and Sand Harbor. There are two intercept parking lots in Incline Village (771 Southwood Blvd. and 915 Northwood Blvd.) and six bus stops along SR 28.

TTD's aged fleet availability for service has been a problem for several years. Supply chain issues and maintenance staffing levels, even for third-party vendors, have exacerbated fleet reliability. Currently, 63% of TTD's fleet is not available for service, including two of the three

GF/ja

AGENDA ITEM: XI.C.

FPC AGENDA ITEM: III.C.

Proterra battery-electric buses. Last season, TTD had only one vehicle available for ESE service, as opposed to the usual two to three vehicles of past seasons. This item addresses an opportunity to lease new buses for a six-month period that will improve reliability for ESE and other TTD needs.

Discussion:

TTD operates ESE under a special temporary use permit from the Tahoe Regional Planning Agency (TRPA). Each year, TRPA reviews the performance of the service and adjusts the conditions of approval. After last season, TRPA suggested additional capacity for ESE.

With the Board's approval, TTD has ordered new buses, but they are not expected until the last quarter of 2023. Given the current state of the fleet, the available resources are not expected to meet the needs of the ESE service. With that, TTD approached Davey Coach Sales and Complete Coach Works to inquire about short term leasing, as both vendors offer fleet leasing. Davey Coach Sales provided a leasing quote for small cutaway buses last year. Staff had opted not to use these smaller buses, due to inadequate capacity and inability to handle standees. This year, Davey Coach Sales did not respond to the quote request for larger low floor buses.

Staff then contacted Complete Coach Works and they provided quotes for 30-foot and 35-foot Gillig low floor buses. Staff requested a proposal to lease two 35-foot buses and two 30-foot buses. The lease has a minimum term of six months and the price is \$4,635 per month for each 3-foot bus and \$4,405 per month for each 30-foot bus. The total agreement is not to exceed \$108,480.

Included in the lease agreement (Attachment A) is a major component warranty that covers TTD during the lease term. If the engine, transmission, or differential were to fail (and routine maintenance was being followed), Complete Coach Works would ship a replacement engine, transmission, or differential to TTD at no cost. Staff would be responsible for the labor to swap the component.

Additional Information:

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

Attachment:

- A. Complete Coach Works Lease Agreement

GF/ja

AGENDA ITEM: XI.C.

FPC AGENDA ITEM: III.C.



LEASE AGREEMENT

This Lease Agreement made and entered into this 28th Day of March, 2023, by and between: Shuttle Bus Leasing, 1863 Service Court, Riverside, CA 92507, hereinafter called Lessor, and Tahoe Transportation District, 128 Market Street, Suite 3F, Stateline, NV 89449 hereinafter called Lessee.

WITNESSETH:

Article I

Whereas Lessor is in the business of leasing Equipment and desires to lease Equipment to Lessee for Lessee's exclusive use and control, subject only to the terms and conditions of this Lease Agreement as hereinafter set forth.

Now, therefore, in consideration of the mutual covenants, conditions, and premises as hereinafter set forth below, it is mutually agreed as follows:

Article II

Leased Equipment:

Lessor hereby leases to the Lessee the Equipment described below:

Make/Model	SBL	VIN
2007 Gillig 40ft G27E102N2	S1151	15GGE271471091376
2007 Gillig 40ft G27E102N2	S1152	15GGE271671091380
2008 Gillig 35ft G27B012N4	S1153	15GGB271481079416
2008 Gillig 35ft G27B012N4	S1154	15GGB271681079417

Article III

Delivery and Return:

Upon delivery of said Equipment at the agreed upon location, Lessee shall acknowledge receipt by completing, signing and returning to Lessor the Delivery Receipt form herein incorporated by reference. Thereby acknowledging that said Equipment is satisfactory for Lessee's intended use.

Lessee agrees to return all Equipment in the same condition as received, normal wear and tear excepted.

Lessor shall deliver said Equipment to 128 Market Street, Suite 3F, Stateline, NV, and upon expiration of Lease, said Equipment shall be returned to Shuttle Bus Leasing, 1863 Service Court, Riverside, CA 92507 by Lessee.



Article IV

Lease Terms and Commencement Date:

The term of this Lease shall be for a minimum of 6 months, commencing on the date that said Equipment is delivered and accepted by Lessee. In the event that said Equipment is not returned upon the agreed expiration date, this Lease Agreement shall renew on the same terms and conditions on a month-to-month basis until either party provides a thirty (30) day written notice of termination and said Equipment is returned as per the Lease Agreement.

Article V

Lease Rate:

Lessee agrees to pay Lessor \$4,405.00 per unit per month for the 30ft buses and \$4,635.00 per unit per month for the 35ft buses. Lease rate includes parts only warranty of power train components (engine, transmission, differential). In addition, Shuttle Bus Leasing will install customer requested graphics (3 logos and 2 DOT numbers) for an additional \$700.00 per bus. Upon execution of this Lease Agreement, Lessee shall pay to Lessor the sum of \$20,880.00. Said amount will represent the first monthly payment. All remaining payments will be due within thirty (30) days of the invoice date.

Lessee agrees to process registration of the buses and maintain up-to-date registration for the duration of the lease.

Lessee agrees to return buses to Riverside CA upon termination of lease.

Lessee agrees to pay a security deposit in the amount equal to one month's lease payment per Equipment leased, for a total of \$18,080.00. Security deposit shall be included in the first payment due under the Lease Agreement. Upon expiration of the lease the security deposit shall be refunded within 30 days of Equipment being returned in good condition to Lessor.

Article VI

Damage Repairs:

Lessor shall inspect said Equipment upon their return for physical damage and at its sole discretion shall determine whether cosmetic or mechanical repairs or adjustments are necessary due to the extent and nature of the physical damage. If Lessor determines that such repairs are necessary, Lessee agrees to pay Lessor for the loss of use of said Equipment at the rate of One Hundred Dollars (\$125.00) per day plus materials. The daily rate shall apply from the time the work commences to the time the work is completed.

Article VII

Exclusive Use and Control:

Lessee, during the term of this Lease and while said Equipment is in Lessee's possession, shall have the absolute and exclusive control of said Equipment in the same manner as though Lessee were the absolute owner.

Lessee will employ and have absolute control and supervision over the driver(s) of said Equipment and Lessor shall not in any manner interfere therewith, and the driver, shall occupy the relationship of



servant to Lessee; as master, Lessee shall pay all wages, social security and unemployment taxes, workmen's compensation, or any other taxes which may be imposed by reason of the employment of persons, licenses on said Equipment and the gross receipts, or other taxes, payable to or which may become hereafter payable to the Federal, State, County or any municipality by reason of said operation or ownership of said Equipment herein described as subject wholly to the control and direction of Lessee.

Article VIII

Insurance:

- a) Lessee shall furnish Lessor with an endorsement showing Lessor as an ADDITIONAL INSURED on its liability insurance, providing coverage of \$5,000,000 single limit public liability and \$87,500.00 property damage insurance per vehicle and as LOSS PAYEE on a stated value of \$87,500.00 per vehicle.
- b) Lessee shall, with an insurance company reasonably satisfactory to Lessor and without cost to Lessor keep said Equipment fully insured against loss by fire, theft or collision in an amount equal to the value of said Equipment; that in event of total loss of any piece of said Equipment covered hereunder; once the replacement cost is paid in full to Lessor by the insurance carrier; then, in that event there shall be no further obligation on the part of Lessee under this Lease as respects such piece of said Equipment. The parties to this Lease Agreement stipulate and agree that the value of said Equipment herein is set at \$87,500.00 per vehicle.

Article IX

Indemnity and Hold Harmless:

Lessee agrees to indemnify and hold Lessor harmless for any damages arising out of the use, maintenance, or operations of said Equipment by the Lessee or any third party for any purpose whatsoever, with the Lessee's responsibilities more fully described hereinafter.

- a) Definitions. The following definitions shall apply when used in this Lease Agreement:
 A 'Claim' means any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including any employee or agent of LESSEE, or by reason of damage to or destruction of any property, including property owned by LESSEE, caused or allegedly caused by: (1) any cause whatsoever while the Injured person or property is a passenger or operator of a Leased Bus or in any way injured by the operation of a Leased Bus or injured by any personal property owned by LESSEE; (2) some condition of a Leased Bus not a result of LESSOR failing to provide heavy maintenance; (3) some act or omission by LESSEE or any person, on, or about a Leased Bus with the permission and consent of LESSEE; or (4) any matter connected with LESSEE'S operation and use of the Leased Buses. With respect to this paragraph only, the term LESSEE shall include employees or agents of LESSEE except as to the obligation to indemnify. 'Expenses' means expenses (including attorneys' fees and any expenses incurred to establish a right to indemnification from LESSEE), judgments, fines, penalties, settlements and other amounts actually and reasonably incurred by LESSOR in connection with the investigation, defense, settlement or appeal of a Claim regardless of whether an actual court or administrative proceeding is instituted by the creditor.
- b) **General Indemnity. Subject to the requirements and restrictions of the applicable provisions of the Lease Agreement and to the fullest extent legally permissible under the law, Lessee shall**



indemnify Lessor against all reasonable Expenses incurred as the result of a Claim. This indemnity is expressly agreed to include any claim, lawsuit, action or legal proceeding against Lessor by a Lessee employee, agent or guest and shall include indemnity even in the event of alleged or actual negligent acts of Lessor, its officers, agents or employees.

- c) Payment of Expenses. All reasonable Expenses incurred by Lessor in defending any Claim for which Lessor is entitled to be indemnified under this Lease Agreement shall be paid by Lessee prior to the final disposition of that Claim at the request of Lessor within thirty (30) days of receipt by Lessee of each reasonably detailed expense statement from Lessor.
- d) No Automatic Adverse Presumption. The termination of any Claim by judgment, order, settlement, conviction, consent, decree or upon a plea of nolo contendere or its equivalent shall not, of itself adversely affect the rights of Lessor to indemnification except as may be provided herein.
- e) Effect of Insurance Coverage. The rights to indemnification provided in this Lease Agreement shall be in addition to the existence of any insurance policy maintained by Lessee, which exists as of the date of this Lease Agreement or as of the date a Claim is made under this Lease Agreement; provided, however, that to the extent any Claim made under this Lease Agreement is covered by insurance and timely paid to Lessor, Lessee will only be obligated to indemnify after the coverage under any applicable insurance policy is exhausted or coverage thereunder otherwise becomes unavailable.
- f) Enforcement Actions. Any right of Lessor to indemnification under this Lease Agreement shall be enforceable, in any court of competent jurisdiction, if: (i) the demand for indemnification is expressly denied by Lessee in whole or in part; or (ii) no acceptance of the Claim is made by Lessee within 30 days of a request. If Lessor is successful in such an enforcement action, in whole or in part, Lessor shall be entitled to be reimbursed for the Expenses of prosecuting its claim for indemnification under the Lease Agreement.
- g) Rights Cumulative; Intended Scope of Indemnification. The rights to indemnification and advancement of Expenses provided in this Lease Agreement shall be in addition to any rights to which Lessor may otherwise be entitled under other agreements or as a matter of law. It is the intent of Lessee that the indemnity provided under this Lease Agreement shall be of the broadest scope legally permissible (subject to express requirements and restrictions of this Lease Agreement) and that all provisions of this Lease Agreement shall be interpreted to give Lessor maximum benefit.
- h) Waiver of Subrogation. Lessee hereby waives its rights of recovery against Lessor, its successors, assigns, directors, agents and representatives in connection with any loss or damage caused to Lessee's property or employees and covered by any insurance policies of the Lessee. Lessee hereby waives on behalf of its insurance carriers any right of subrogation it may have against Lessor and shall notify its insurance carrier of the waiver contained herein.
- i) Consequential Damages. Neither party shall, in any event, be liable for any special, exemplary, incidental, indirect or consequential damages to the other party.

Article X

Dispute Resolution:

Any controversy, claim, or dispute arising out of or related to this Lease Agreement or the interpretation,



performance, or breach hereof, including (a "Dispute") shall be resolved according to the procedures set forth in this section, which shall constitute the sole dispute resolution mechanisms hereunder. In the event that the parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall be first mediated by a retired judge or justice of any California state or federal court. If the parties are unable to agree upon a mediator, either party may apply to the Inland Empire office of JAMS/Endispute, or its successor ("JAMS") for the appointment of a mediator from a panel of retired judges and justices maintained by that organization; (i) if the parties are unable to resolve one or more Dispute(s) by mediation, then either party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in Riverside County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any California state or federal court. In all their substantive (as opposed to procedural or discovery-related) ruling, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Lease Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Riverside County; and (ii) any Dispute or portion thereof, or any claim for a particular form or relief (not otherwise precluded by any other provision of this Lease Agreement) that may not be arbitrated pursuant to applicable state or federal law shall be heard only in a court of competent jurisdiction in Riverside County. If a party believes in good faith that all or part of a Dispute, or any claim for relief or remedy sought is not subject to arbitration under then-prevailing law, then that party may seek a determination to that effect from an appropriate court. If the court determines that the matter is not arbitrable or that the remedy sought is not available in arbitration, then the specific matter or request for remedy in question shall be resolved by the court, sitting without a jury, and the parties hereby irrevocably waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action or other proceeding brought by any party against any other party or parties with respect to any matter arising out of, or in any way connected with or related to, this Lease Agreement or any portion thereof, whether based upon contractual, statutory, tortious or other theories of liability. All other matters and claims for relief shall be subject to arbitration as set forth above.

Article XI


Other Conditions:

(a) **Governing Law and Venue.** It is the intention of the parties to this Lease Agreement that the laws of the State of California (irrespective of its choice of law principles) shall govern the validity of this Lease Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the parties under this Lease Agreement. Any action brought in state or federal court shall be proper in the County of Riverside, State of California.

(b) **Entire Agreement.** This Lease Agreement constitutes the entire understanding and agreement of the parties to this Lease Agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, inducements or conditions, express or implied, written or oral, between the parties with respect to this Lease Agreement.



- (c) Notices. Whenever any party to this Lease Agreement desires or is required to give any notice, demand or request with respect to this Lease Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed, United States certified mail, return receipt requested, postage prepaid, addressed to 1863 Service Court, Riverside, California 92507. Communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective three business days after being deposited in the United States mail. Any party may change its address for communications by giving notice to the other party in conformity with this section.
- (d) Driver Training. Lessee assures Lessor that its drivers are properly trained on said Equipment operation and the correct use of any special equipment on said Equipment.
- (e) Subleasing. Said Equipment under this Lease Agreement cannot be leased to a sub-lessee without written authorization from Lessor.

Lessee: <u>Tahoe Transportation</u>	Lessor: <u>Shuttle Bus Leasing</u>
By: _____	By: 
Name: _____	Name: <u>Brad Carson</u>
Title: _____	Title: <u>Chief Operating Officer</u>
Date: _____	Date: <u>March 28, 2023</u>

LEASE AGREEMENT – SHUTTLE BUS LEASING – TAHOE TRANSIT
DATED 3/28/2023

ATTACHMENT A

Delivery; Risk of Loss.

All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Equipment must remain with the Lessor until the Equipment have been delivered to and accepted by the Lessee. All Equipment will be received by the Lessee subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. Lessee will be allowed a reasonable period of time to inspect the Equipment and to notify Lessor of any nonconformance with the terms and conditions of the specifications. Lessee may reject any Equipment that do not conform to the terms and conditions of this Lease Agreement. Any Equipment rejected may be returned to Lessor at the Lessor's risk and expense.

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 Vendor 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 Vendor 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 Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Vendor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Vendor access to Vendor'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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Vendor 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 Vendor 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 Vendor agrees to comply with any implementing requirements FTA may issue.

- c. The Vendor 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 3.1 %. A separate goal has not been established for this procurement.
- b. The Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Vendor 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. Vendor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
- d. Vendor 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 Vendor's receipt of payment for that work from the District. In addition, the Vendor may not hold retainage from its subcontractors.
- e. The Vendor 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 Vendor 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 Vendor 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 – Vendor 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. Vendor's failure to so comply shall constitute a material breach of this Agreement.

7. No Obligation by The Federal Government

- a. The District and Vendor 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, Vendor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.

- b. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor to the extent the Federal Government deems appropriate.
- b. The Vendor 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 Vendor, to the extent the Federal Government deems appropriate.
- c. The Vendor 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. ADA Compliance - The Vendor will be required to meet all requirements of the Americans With Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with District, and to inform District regarding any and all changes/modifications that are deemed necessary to assure the Goods are in complete compliance with ADA.

10. Bus Testing - The Vendor agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:


- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components."

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned Vendor certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: March 28, 2023
 Signature: 
 Company Name: Shuttle Bus Leasing
 Title: Chief Operating Officer

11. Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with

relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

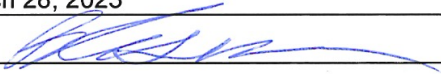
BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date March 28, 2023

Signature 

Company Name Shuttle Bus Leasing

Title Chief Operating Officer

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date _____

Signature NOT APPLICABLE

Company Name _____

Title _____

12. Cargo Preference - Use of United States-Flag Vessels – The Contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration,

Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.
13. Recovered Materials - The Vendor 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.
14. Suspension and Debarment
- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
15. Clean Air - The Vendor 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 Vendor 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 Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
16. Clean Water - The Vendor 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 Vendor 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 Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
17. Lobbying – Vendor 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.

- 18. Buy America - The Vendor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature **NOT APPLICABLE** _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature **NOT APPLICABLE** _____

Company Name _____

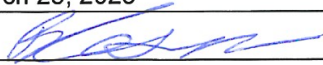
Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date March 28, 2023

Signature 

Company Name Shuttle Bus Leasing

Title Chief Operating Officer

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature NOT APPLICABLE

Company Name _____

Title _____