

**TAHOE TRANSPORTATION DISTRICT (TTD)  
TAHOE TRANSPORTATION COMMISSION (TTC)**

**Notice of Agenda and Agenda**

**Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV 89449**

**October 4, 2023  
3:00 p.m.**

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The Tahoe Transportation District Board and Commission meeting will be physically open to the public at Tahoe Regional Planning Agency, Stateline, NV 89449 and in accordance with California and Nevada law, Board members may be teleconferencing into the meeting via GoToWebinar.

This meeting will be held in accordance with requirements under Government Code section 54953(f).

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

<https://attendee.gotowebinar.com/register/4941238674707846486>

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

The following locations will also be available for participation by teleconference:

California Department of  
Transportation  
703 B Street  
Marysville, CA 95901

5001 Northstar Dr.  
Suite 5101  
Truckee, CA 96161

229 W Loop 121  
Belton, Texas 76513

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](mailto:jallen@tahoetransportation.org). Please note which agenda item the comment pertains to. Comments will be distributed at the Board 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](http://tahoetransportation.org).

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

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**I. CALL TO ORDER AND GENERAL MATTERS**

- A. Roll Call and Determination of Quorum of TTD/TTC
- B. *For Possible Action:* Approval of Agenda for October 4, 2023
- C. *For Possible Action:* Approval of Board Minutes of August 2, 2023

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**II. PUBLIC INTEREST COMMENTS**

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than three minutes per person for matters not listed on this agenda. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda. In addition, members of the public shall have the opportunity to directly address the Board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

**III. FOR INFORMATION: INCLINE VILLAGE MOBILITY COMMITTEE MINUTES OF JUNE 26, 2023** **Page 5**

**IV. FOR INFORMATION: PROGRAM IMPLEMENTATION COMMITTEE MINUTES FOR MAY 3 AND REPORT FOR SEPTEMBER 6 MEETING** **Page 8**

**V. FOR INFORMATION: BUDGET FINANCE AND PERSONNEL COMMITTEE REPORT FOR OCTOBER 4 MEETING**

**VI. FOR INFORMATION: CALIFORNIA COUNCIL OF GOVERNMENTS REPRESENTATIVE UPDATE**

**VII. ADJOURN AS TTD AND RECONVENE AS TTC**

**VIII. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS**

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- A. *For Possible Action:* Conduct a Public Hearing and Recommend Approval of the 2023 Federal Transportation Improvement Program Amendment No. 4 to the Tahoe Metropolitan Planning Organization Governing Board **10**

**IX. ADJOURN AS TTC AND RECONVENE AS TTD**

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- B. *For Possible Action:* Acceptance of the Fiscal Year 2024 Work Program and Budget Amendment to Include the State Route 28 Nevada Stateline to Stateline Bikeway Project, Central Corridor Phase III, Sand Harbor to Thunderbird Cove and Related Funding Sources **41**
- C. *For Possible Action:* Acceptance of the Fiscal Year 2024 Work Program and Budget Amendment to Include the Spooner Mobility Hub Project and Related Funding Sources **45**
- D. *For Possible Action:* Award a Contract and Authorize the District Manager to Finalize and Execute an Agreement with Wood Rodgers, Inc. for Environmental and Engineering Services for the State Route 28 North Parking, Sidewalk, and Water Quality Improvements Project in an Amount Not to Exceed \$125,975 for Initial Contract Tasks **48**

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## **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](http://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](mailto: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](http://www.tahoetransportation.org). Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or [jallen@tahoetransportation.org](mailto:jallen@tahoetransportation.org).

**TAHOE TRANSPORTATION DISTRICT  
BOARD MEETING MINUTES  
August 2, 2023**

**TTD Board Members in Attendance:**

Alexis Hill, Washoe County, Chair  
Lori Bagwell, Carson City  
Cody Bass, City of South Lake Tahoe  
Kyle Davis, Nevada Governor Appointee  
Jessica Diss, Tahoe Regional Planning Agency Appointee  
Cindy Gustafson, Placer County  
Brooke Laine, El Dorado County  
Wesley Rice, Douglas County  
Ryan Smith, Member at Large  
Raymond Suarez, SS-TMA (attended remotely)  
Alex Fong, Caltrans (attended remotely)  
Rebecca Kapuler, NDOT

**TTD Board Members Absent:**

Andy Chapman, TNT-TMA  
Sherry Hao, California Governor Appointee

**Others in Attendance:**

Carl Hasty, Tahoe Transportation District  
Joanie Schmitt, Tahoe Transportation District  
George Fink, Tahoe Transportation District  
DeDe Aspero, Tahoe Transportation District  
Nick Haven, Tahoe Regional Planning Agency  
Judi Allen, Tahoe Transportation District  
Sergio Rudin, Legal Counsel

**I. TAHOE TRANSPORTATION DISTRICT CALL TO ORDER AND ROLL**

**A. Roll Call and Determination of Quorum**

The meeting of the Tahoe Transportation District was called to order by Chair Hill at 3:01 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 TTD.

**B. Approval of TTD Agenda of August 2, 2023**

Motion/second by Mr. Rice/Ms. Bagwell to approve the TTD agenda for today's meeting. The motion passed, with Mr. Smith abstaining.

**C. Approval of TTD Meeting Minutes for June 7, 2023**

Motion/Second by Ms. Laine/Ms. Gustafson to approve the minutes. The motion passed, with Mr. Smith abstaining.

## II. PUBLIC INTEREST COMMENTS

Nick Speal thanked the Board for approving the wage increase for the bus operators and asked if there is an update regarding the hiring at the higher wage rate.

George Fink introduced Jim Marino, the new Capital Program Manager and Tiara Wasner, the new Public Information Officer.

## III. INCLINE VILLAGE MOBILITY COMMITTEE MINUTES OF MAY 22, 2023 AND REPORT FROM JULY 31, 2023 MEETING

Ms. Hill reported the consultants presented the analysis they will be using to evaluate the possible sites for a mobility hub. Ms. Gustafson added the committee felt there wasn't enough publicity for the Open House to occur at the scheduled date and the Open House was postponed.

Mr. Bass arrived at 3:08 p.m.

## IV. BUDGET FINANCE AND PERSONNEL COMMITTEE REPORT FOR AUGUST 2 MEETING

Ms. Bagwell reported the committee reviewed the items and recommended approval of all items.

## V. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

- A. Review and Acceptance of the District's Financial Statement of Operations for the Eleven Months of Fiscal Year 2023 Through May 31, 2023
- B. Approve the Tahoe Transportation District Title VI Plans of the Civil Rights Act of 1964 for the Federal Highway Administration and Federal Transit Administration as Required as a Subrecipient of the Nevada Department of Transportation
- C. Adopt Resolution 2023-002 Approving the Updated Title VI Plan of the Civil Rights Act of 1964, Public Participation Plan, and Limited English Proficiency Plan for the Tahoe Transportation District for the Federal Transportation Administration
- D. Approval of the Proposed Triennial Disadvantaged Business Enterprise Program Goal for Federal Transportation Administration Funding for Federal Fiscal Years 2024-2026
- E. Informational Update on the Renewal of the Fiscal Year 2024 Nevada and California Workers' Compensation Insurance Policies

Ms. Bagwell moved to approve the consent calendar. Ms. Laine seconded the motion. The motion passed unanimously.

## VI. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

- A. Authorize the Tahoe Transportation District Board Chair to Sign a Memorandum of Understanding Between the Tahoe Transportation District and Placer County for Regional Transportation Project Implementation  
There was no discussion on this item.

Action Requested: For Possible Action

Ms. Gustafson moved to authorize the Board Chair to sign a Memorandum of Understanding between the Tahoe Transportation District and Placer County for regional transportation project implementation. Ms. Laine seconded the motion. The motion passed unanimously.

B. Authorize the District Manager to Execute a Two-Year Agreement with GMV Synchronomatics Corp. in an Amount Not to Exceed \$208,576

Ms. Hill asked how the technology would be installed in the aging fleet. Mr. Fink responded it would be installed in the existing fleet and there would be a complete renewal of the fleet in the next two to three years.

Action Requested: For Possible Action

Mr. Bass moved to authorize the District Manager to execute a two-year agreement with GMV Synchronomatics Corp. in an amount not to exceed \$208,576. Mr. Rice seconded the motion. The motion passed unanimously.

C. Approval of a Third Addendum to the State Route 28 Corridor Operations and Maintenance Interlocal Agreement

Mr. Fink reviewed this item.

Action Requested: For Possible Action

Mr. Davis moved to approve the third addendum to the State Route 28 Corridor Operations and Maintenance Interlocal Agreement. Mr. Rice seconded the motion. The motion passed unanimously.

D. Approve Reimbursement of \$225,310 to Washoe County for Slurry Seal and Striping of the Tahoe East Shore Trail

Ms. Hill stated that as a Washoe County Commissioner, she has no pecuniary or personal interest in this item. Ms. Laine asked if something will be done going forward, since the bid came in over budget. Ms. Schmitt explained there has been a revenue gain every year, which is reserved for projects such as this.

Karen Mullen commented this is the first time this work has gone out to bid and there is knowledge going forward with how much to estimate every three to five years for the sealing and striping.

Action Requested: For Possible Action

Ms. Bagwell moved to approve the reimbursement of \$225,310 to Washoe County for slurry seal and striping of the Tahoe East Shore Trail. Mr. Bass seconded the motion. The motion passed unanimously.

## VII. DISTRICT MANAGER REPORT

Mr. Fink gave a hiring update as of July 1, 36 applicants applied as bus operators. One was hired as fully licensed, two are in process and will need to

go through CDL training; a Capital Program Manager, Public Information Officer, Office Assistant, Dispatcher, Facilities Maintenance, and Parking Attendants have been hired. Mr. Suarez asked if attrition rates have been reduced or improved. Mr. Fink responded he thinks it is reduced. Mr. Bass suggested parking a bus overnight down in the Carson Valley, so operators can start down there.

Mr. Davis asked for an update regarding the hiring of the Deputy District Manager.

**VIII. BOARD, COMMISSION MEMBER AND STAFF REQUESTS AND COMMENTS**

Ms. Hill asked about parking issues and enforcement in Incline Village and wonders if there is a way for TTD, while working with the Tahoe Fund, to be the lead on parking enforcement to help the jurisdictions.

Ms. Laine thanked the District for the shuttle service during the June 23 El Dorado County delegation.

Ms. Gustafson requested a better articulation to the public what to expect out of the Incline Village Mobility Hub Open House and develop a flowchart of the process and where we are at in the process.

Mr. Rice stated a big issue is parking and speeding on Highway 50 and stated the Civilian Patrol was authorized to issue parking tickets by the Douglas County Sheriff and suggested looking into that for SR 28.

Ms. Gustafson noted there is a parking study in progress and suggested getting an update of the study.

Mr. Bass requested a possible ad hoc committee for the SR 89 Emerald Bay corridor planning be agendized.

**IX. PUBLIC INTEREST COMMENTS**

Amelia Richmond thanked the Board for increasing the transit operators wages and added that transit is a very important part of having a functional town and there are many who rely on transit.

Nick Speal thanked Mr. Fink for the update on hiring.

**X. ADJOURNMENT**

The meeting adjourned at 3:48 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.)*



**TAHOE TRANSPORTATION DISTRICT  
INCLINE VILLAGE MOBILITY  
COMMITTEE MEETING MINUTES  
June 26, 2023**

**Committee Members in Attendance:**

Alexis Hill, Washoe County  
Carole Black, Public Member  
John Crockett, Public Member  
Wendy Hummer, Public Member

**Committee Members Absent:**

Andy Chapman, TNT-TMA  
Cindy Gustafson, Placer County

**Others in Attendance:**

Carl Hasty, 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. Hill at 5:36 p.m. at the Incline Village Library and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Agenda for June 26, 2023

Motion/second by Mr. Crockett/Ms. Hummer to approve the committee agenda for today's meeting. The motion passed unanimously.

C. Approval of Minutes for May 22, 2023

Motion/second by Ms. Hummer/Mr. Crockett to approve the committee minutes. The motion passed unanimously.

**II. PUBLIC INTEREST COMMENTS**

Aaron Vanderpool stated his neighborhood is declining due to noisy vehicles; he's almost been hit by cars speeding by and wants to take the old elementary school off the list.

Doug Flaherty on behalf of Tahoe Clean Air.org stated the meeting appears to be in violation of the Nevada Open Meeting Law and questioned whether the use of the school as construction storage is properly permitted.

Margaret Martini asked why TTD doesn't think they have to comply with the parameters of what can be done on the property and was an environmental impact study done on the property and requested a copy of it.

### III. DISCUSSION ITEMS

#### A. Presentation and Discussion on Site Analysis, Project Concepts, and Site Selection Process for the Incline Village Mobility Hub Project

Mr. Hasty reviewed this item. Ms. Hill asked about looking at 948 Tahoe Blvd., the old realtor office. Ms. Hummer asked about the parking lot across from the Big Water Grill. Ms. Black stated it would be helpful to leave open the door regarding the criteria and suggested looking at properties of a three-quarter acre, as well as using eminent domain. Ms. Black also asked how we could accelerate the development of intercepts of private vehicles prior to arrival. Ms. Hill also suggested looking at 865 Tahoe Blvd., as well as UNR. Ms. Black noted the literature she read did not have housing co-located with transit centers.

Bruce McNulty stated not to pave more for the cars and there's only two practical sites of acreage for a transit center.

Aaron Vanderpool would like to see some transparent and accountable record of talking to private land owners regarding possible locations and should look at the Hyatt.

Helen Neff asked how the determination of two to three acres was arrived at and stated there should be buses going around the lake and the neighborhoods should have microtransit.

Doug Flaherty stated it's shameful the lack of leadership in the scores to not include an environmental impact score and public safety score.

Margaret Martini stated no one has spoken to fire evacuation and that needs to be addressed primarily and Kings Beach is a much more reasonable location for this hub. She added Ms. Hill shouldn't be on both the TRPA and TTD Boards.

Ms. Black stated the evacuation planning that has been shared makes her very anxious.

Kathie Julian asked why discussions aren't being held with Northstar and Mt. Rose for use of their parking lots in the summer, that there is the need to understand the neighborhood, and acceptability to the community should be a criteria.

Ronda Tycer stated there has been unwavering opposition to the old Elementary School and she is disappointed with the process.

Melissa Horton stated she is seeing dollar signs that could enhance the community and welcomes a mobility hub.

Ann Nichols, North Tahoe Preservation Alliance, stated TRPA's Stewardship Plan wants to tax their property for the T-bid to support transit and there is a need to look at the whole picture.

Action Requested: For Possible Action

**IV. DISTRICT MANAGER REPORT**

Mr. Hasty reported the District is responding to Mr. Flaherty request.

**V. COMMITTEE MEMBER REQUESTS AND COMMENTS**

Mr. Crockett stated he agrees with the comments of the importance of developing hubs outside the Basin.

Ms. Black suggested in regards to evacuation and with all the road construction scheduled this summer, heavily advertise how difficult the access will be around the lake and to Sand Harbor and potentially not expand the East Shore Express, but reduce it with an eye towards limiting the number of incoming cars.

**VI. PUBLIC INTEREST COMMENTS**

Aaron Vanderpool stated it's a chicken and egg thing – do you create reasons for people to drive to Lake Tahoe or fix the transportation thing first.

Doug Flaherty urges TTD to suspend the East Shore Express and warn the users of the wildfire perils and need to do a roadway by roadway evacuation capacity evaluation.

Margaret Martini stated you can't assume that someone that comes can get to Sand Harbor and no action should be considered.

Ann Nichols stated the need to figure out the capacity in the Basin.

Kathy Julian asked when the survey results would be made available.

Melissa Horton suggested if the mobility hub is located at the school, residents should get free parking in order to get their cars off the street and disallow on-street parking.

**VII. ADJOURNMENT**

The meeting adjourned at 7:01 p.m.

Respectfully Submitted:

*Judi Allen  
Executive Assistant  
Clerk to the Board  
Tahoe Transportation District*

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



**TAHOE TRANSPORTATION DISTRICT  
PROGRAM IMPLEMENTATION  
COMMITTEE MEETING MINUTES  
May 3, 2023**

**Committee Members in Attendance:**

Wesley Rice, Chair, Douglas County  
Cody Bass, City of South Lake Tahoe  
Brian Bigley, Member at Large  
Andy Chapman, TNT-TMA  
Sherry Hao, CA Gov Appointee  
Jeffrey Spencer, El Dorado County

**Committee Members Absent:**

Raymond Suarez, SS-TMA

**Others in Attendance:**

Carl Hasty, Tahoe Transportation District  
George Fink, 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 Mr. Rice at 2:02 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 Agenda of May 3, 2023**

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

**C. Approval of Meeting Minutes for January 23, 2023**

Motion/second by Mr. Bigley/Ms. Hao to approve the Committee minutes. The motion passed unanimously.

**II. PUBLIC INTEREST COMMENTS**

There were no public comments.

Mr. Bass arrived at 2:09 p.m.

**III. DISCUSSION ITEMS**

**A. Presentation on Transit Operations Fund Sources, Uses and Qualifications, and Updates on transit Funding Support**

Mr. Hasty and Mr. Fink reviewed this item.

Mr. Spencer asked if TTD uses 5316 or 5312 funding. Mr. Fink answered that TTD does not use those funds at this time. Mr. Haven noted that the 5316 funding was repealed and moved to 5307.

Action Requested: Informational Only

- B. Second Update and Discussion on the Work of the Technical Advisory Committee for South Shore Transit Regarding the Integration of Micro-Transit and Fixed Route Service and the Update of the TTD Short-Range Transit Plan  
Mr. Hasty and Mr. Fink reviewed this item. Mr. Chapman noted there should be a regional TAC. Mr. Hasty confirmed there will be a larger TAC. Mr. Spencer suggested looking at services that can be done at reduced costs through automation. Ms. Hao asked how the routes were chosen. Mr. Fink responded there are a number of factors in how the routes were chosen. Mr. Bigley asked if California State Parks would have the ability to help with transit to Emerald Bay. Mr. Rice stated he hopes this process is going to bring everything together. Mr. Spencer suggested a water taxi service to Emerald Bay and a funicular to get to the top. Mr. Chapman commented it is important to recognize the need for local dollar contributions. Mr. Bigley agreed there is a need to find a solution for Emerald Bay service. Mr. Bass wants to see the mainline expanded, not reduced.

Action Requested: Informational Only

**IV. DISTRICT MANAGER REPORT**

Mr. Hasty reported staff will bring a version of this discussion to the June Board meeting, a contract is underway for the facility site assessment, staff is gearing up for the summer East Shore Express service, and he is waiting for a meeting to be scheduled with Caesars' General Manager and Vice President regarding the reimagination of the US50 Project.

**V. COMMITTEE MEMBER REQUESTS AND COMMENTS**

Mr. Spencer asked for a future agenda item regarding what the fleet has suffered due the heavy winter induced condition of the roads in order to look at applying for federal relief.

**VI. PUBLIC INTEREST COMMENTS**

There were no public comments.

**VII. ADJOURNMENT**

The meeting adjourned at 4:09 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.)*



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MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation Commission

From: TRPA Staff

Subject: Conduct a Public Hearing and Recommend Approval of the 2023 Federal Transportation Improvement Program Amendment No. 4 to the Tahoe Metropolitan Planning Organization Governing Board

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Requested Action:

The Tahoe Transportation Commission (TTC) is requested to conduct a public hearing on the 2023 Federal Transportation Improvement Program (FTIP) Amendment No. 4 and recommend approval to the Tahoe Metropolitan Planning Organization (TMPO) Governing Board.

Background:

Tahoe Regional Planning Agency (TRPA), in its role as the TMPO, prepares and adopts a Transportation Improvement Program (TIP) at least every two years, including a California TIP (FTIP includes all projects) and Nevada TIP (includes only projects in the state). The 2023 FTIP is a four-year financially constrained list of transportation projects that are reasonably expected to be funded between federal fiscal years 2023 - 2026. Any transportation project receiving federal funds, considered regionally significant, or requiring a federal action must be included in the FTIP. Projects must also be consistent with and included in the adopted Regional Transportation Plan. An amendment is a revision to the FTIP that involves a major change to a project. This may include the addition or deletion of a project, a change in project cost greater than 50 percent of the total project cost, or a change in project scope or design.

Discussion:

Amendment No. 4 adds three projects to the 2023 Federal Transportation Improvement Program; Microtransit Electric Vehicle (EV) Charging Base Station, Meeks Creek Bridge - State Highway Operation and Protection Program (SHOPP), and Nevada Stateline to Stateline Bikeway - Crystal Bay to Incline Village.

The City of South Lake Tahoe's Microtransit Electric Vehicle Charging Base Station project was awarded Carbon Reduction Program (CRP) funding through the 2023 Regional Grant Program and is ready to be programmed into the FTIP. This project is Phase 2 of the "South Shore Microtransit Electrification" that aims to achieve fleet transition for Lake Link's microtransit vans to electric. The Microtransit EV Charging Base Station will provide supportive infrastructure for an overnight charging facility for four electric vans at the City's D Street facility. It will include four Level 2 chargers under a solar canopy supported by battery. Phase 1 includes the transformer and site preparation to be funded by Liberty Utilities this fall 2023. Phase 3 is the acquisition of electric vehicles separately funded.

JW/ja

AGENDA ITEM: VIII.A.

Caltrans has requested to program the 2022 SHOPP project Meeks Creek Bridge into the FTIP. The project is being funded through the federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) program. The project will address existing fish passage barrier, improve terrestrial wildlife connectivity, repair scour damaged downstream of the bridge and reduce potential for channel clogging at the upstream side. It will replace the Meeks Creek Bridge (Bridge No. 02-0019), stabilize banks and bed of Meeks Creek, and install a fish management structure and wildlife crossing improvements. It also includes improving bicycle, pedestrian, and ADA facilities by constructing a Class I bicycle and pedestrian facility over Meeks Creek closing the gap in the proposed trail per the draft SR 89 Trail Feasibility Study recommendation.

Washoe County, in conjunction with the Tahoe Transportation District, was awarded funding through the 2023 Regional Grant Program for the Nevada Stateline to Stateline Bikeway – Crystal Bay to Incline Village project. Awarded funds include Nevada CRP and Nevada Transportation Alternatives Program (NVTAP) to be programmed into the FTIP. The project will construct a shared use nonmotorized paved trail in Washoe County, Nevada from Crystal Bay to Incline Village. The trail estimated at 2.7 miles beginning in the community of Crystal Bay and terminate at the SR28 and SR431 roundabout intersection in Incline Village. Public transit stops and hubs will be incorporated along the trail to improve public transit access. Funds will be utilized for the initial stages of planning and design of the project.

The following shows the programming details for the three projects.

1. *City of South Lake Tahoe: Microtransit EV Charging Base Station (CTIPS ID 220-0000-0171)*  
Description: In City of South Lake Tahoe, at City’s D Street facility, install infrastructure for four Level 2 chargers under a solar canopy supported by battery. Project cost \$306,000.
  - Add CRP \$275,000 Construction FFY 23-24
  - Add City Funds \$31,000 Construction FFY 23-24
  
2. *Caltrans: Meeks Creek Bridge – SHOPP Project (CTIPS 220-0000-0173)*  
Description: In El Dorado County near Meeks Bay, at Creek Bridge No. 25-0019. Replace Meeks Creek Bridge, restore Meeks Creek, and add bicycle and pedestrian improvements. Project cost \$25,070,000.
  - Add PROTECT \$4,990,000 Preliminary Engineering FFY 23-24 and FFY 24-25
  - Add PROTECT \$1,890,000 Right of Way FFY 24-25 and FFY 25-26
  - Add PROTECT \$18,190,000 Construction in FFY 25-26
  
3. *Washoe County: Nevada Stateline to Stateline - Crystal Bay to Incline Village (CTIPS ID 220-0000-0172)*  
Description: In Washoe County, along SR 28 from Crystal Bay to Incline Village, plan, design, and construct 2.7 miles of a shared-used paved trail. Project cost \$16,200,000.
  - Add CRP \$873,000 Preliminary Engineering FFY 24-25 and FFY 25-26
  - Add NVTAP \$263,000 Preliminary Engineering FFY 24-25 and FFY 25-26



**Performance Measures:**

The 2012 federal transportation authorization legislation, 'Moving Ahead for Progress in the 21st Century' (MAP-21) established new requirements for Metropolitan Planning Organizations (MPOs) around performance management and reporting to ensure the most efficient investment of federal transportation funds. The most recent federal transportation legislative package, the Infrastructure Investment and Jobs Act of 2021 (IIJA), carries forward these performance-based planning requirements.

To incorporate the federal performance requirements into the FTIP, the MPO is required to show that the FTIP makes progress towards achieving the region's federal performance targets. The federal performance measures have been a part of the Regional Transportation Plan (RTP) since 2017, incorporated into goals, policies and planning documents. The federal performance measures defined by the Federal Highway Administration are categorized into three performance management (PM) focus areas; PM1 -Transportation Safety, PM2 - National Highway System (NHS) Pavement and Bridge Condition and PM3 - NHS Performance, Interstate System Freight Movement and Congestion Mitigation and Air Quality Program. These performance targets will be achieved through the implementation of investment priorities, through the programming of transportation projects in the 2023 FTIP, this amendment, and subsequent FTIP amendments and administrative modifications.

Nevada Stateline to Stateline Bikeway - Crystal Bay to Incline Village will support PM1, Transportation Safety for all users and aligned RTP Goal increasing safety and security for all users, adding a bicycle and pedestrian paved trail and transit improvements.

Meeks Creek Bridge project will support PM1 and PM2, Transportation Safety, and aligned RTP Goal increasing safety and security for all users; and Pavement and Bridge Conditions, respectively. It will add a Class I bicycle and pedestrian facility and replace Meeks Creek bridge.

The Microtransit EV Charging Base Station will support PM3 improvements in congestion management to help meet GHG Emissions reduction targets and aligned RTP Goal to provide an efficient transportation network through coordinated operations and mixed fleet system management.

**Public Outreach:**

Amendment No. 4 was released on September 28, 2023 for a seven (7) day public comment period as required by the TRPA Public Participation Plan. A public hearing will be held October 4, 2023 at the TTC Board meeting prior to the public comment period close on October 4, 2023. The amendment will be presented to the TMPO Governing Board for adoption at the October 25, 2023 meeting.

**Additional Information:**

If you have any questions regarding this item, please contact Judy Weber at (775) 589-5203 or [jweber@trpa.gov](mailto:jweber@trpa.gov).

**Attachment:**

- A. 2023 FTIP Amendment No. 4

**NOTICE OF SEVEN (7) DAY PUBLIC COMMENT PERIOD**  
**2023 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM**  
**Amendment No. 4**

This announcement is being initiated as required by the Tahoe Metropolitan Planning Organization's Public Participation Plan to provide public notification of changes that have been proposed to the 2023 Federal Transportation Improvement Program (FTIP). The public comment period commences on **September 28, 2023 and closes October 4, 2023 at 5:00 p.m.** A public hearing will be held on October 4, 2023 at the Tahoe Transportation Commission meeting prior to the close of the comment period.

Amendment No. 4 document is available upon request or can be accessed online at:  
<https://www.trpa.gov/transportation/>

Please submit comments to:

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

**Or via email: [jweber@trpa.gov](mailto:jweber@trpa.gov)**

Amendment No. 4 programs three additional projects into the 2023 Federal Transportation Improvement Program.

- **City of South Lake Tahoe:** Microtransit Electric Vehicle (EV) Charging Base Station  
City of South Lake Tahoe D Street Facility, install infrastructure for four level 2 chargers under solar canopy supported by battery. Project Cost \$309,000
- **Caltrans:** Meeks Creek Bridge - State Highway Operation and Protection Program (SHOPP)  
In El Dorado County near Meeks Bay, replace Meeks Creek Bridge No. 25-0019, address bridge scour and fish passage and add bike and pedestrian improvements. Project Cost \$25,070,000
- **Washoe County:** Nevada Stateline to Stateline Bikeway – Crystal Bay to Incline Village  
Located in Washoe County, along SR28 from Crystal Bay to Incline Village, plan, design, and construct 2.7 miles of shared-use paved trail. Project Cost \$16,200,000

Please direct any questions regarding this notice to Judy Weber at (775) 589-5203.



2023 - 2026

TAHOE REGIONAL PLANNING AGENCY

# FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

FINAL September 2022



TAHOE REGIONAL PLANNING AGENCY

## 2023 Federal Transportation Improvement Program - Amendment No. 4

### Index of Sections

- Section 1: Summary of Changes
- Section 2: California Transportation Improvement Program System (CTIPS) Project Reports
- Section 3: Financial Summary

**Summary of Changes  
Tahoe Metropolitan Planning Organization  
2023 Federal Transportation Improvement Program  
Amendment 4  
9/27/2023**

Existing /New	CTIPS ID	Project Title	Description of Change	Fund Type	Prior	PRIOR FFY					CURRENT FFY					Net Increase /Decrease	%	Comments	
						22-23	23-24	24-25	25-26	Total	22-23	23-24	24-25	25-26	Total				
New	220-0000-0171	Microtransit EV Charging Base Station	New Project	CRP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000	\$ -	\$ -	\$ 275,000	\$ 275,000	100%	New CSLT project. City's D Street facility install EV charging base station. Total Project cost \$306,000.
				Local Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,000	\$ -	\$ -	\$ 31,000	\$ 31,000		
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 306,000	\$ 306,000			
New	220-0000-0173	Meeks Creek Bridge - SHOPP	New Project	PROTECT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 3,330,000	\$ 19,740,000	\$ 25,070,000	\$ 25,070,000	100%	New SHOPP project. In Meeks Bay, replace Meeks Creek Bridge, address bridge scour and fish passage, add bike and pedestrian improvements. Project Cost \$25M	
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,070,000	\$ 25,070,000			
New	220-0000-0172	Nevada Stateline to Stateline Bikeway - Crystal Bay to Incline Village	New Project	NV CRP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,000	\$ 175,000	\$ 175,000	\$ 873,000	\$ 873,000	100%	New Nevada project. In Washoe County along SR28, add 2.7 miles paved shared-use trail. Project Cost \$16.2M	
				NV TAP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,000	\$ 133,000	\$ 266,000	\$ 266,000			
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,139,000	\$ 1,139,000			

Acronyms	
CRP	Carbon Reduction Program
EV	Electric Vehicle
SHOPP	State Highway Operation and Protection Program
PROTECT	Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program

SECTION

**Tahoe Regional Planning Agency - Federal Transportation Improvement Program  
(Dollars in Whole)  
Local Highway System**

DIST: 03	PPNO:	EA:	CTIPS ID: 220-0000-0171	TITLE (DESCRIPTION): Microtransit EV Charging Base Station (City of South Lake Tahoe D Street facility, install infrastructure for four level 2 chargers under solar canopy supported by battery.)	MPO Aprv: State Aprv: Federal Aprv:
CT PROJECT ID:			MPO ID.: CSLT06	<b>CURRENT</b>	EPA TABLE II or III EXEMPT CATEGORY
COUNTY: El Dorado County	ROUTE:		PM:		

IMPLEMENTING AGENCY: South Lake Tahoe, City of  
PROJECT MANAGER: Sara Letton  
PHONE: (530) 542-6175  
EMAIL: sletton@cityofslt.us

*PROJECT VERSION HISTORY (Printed Version is Shaded)*

Version	Status	Date	Updated By	Change Reason	Amend No.	Prog Con	Prog RW	PE
1	Active	09/18/2023	JWEBER	Amendment - New Project	4	306,000		

		PRIOR	22-23	23-24	24-25	25-26	26-27	27-28	BEYOND	TOTAL
* Other Fed -										
* Fund Source 1 of 2	PE									
* Fund Type: Carbon Reduction Program (CRP)	RW									
	CON			275,000						275,000
* Funding Agency:	Total:			275,000						275,000
* Local Funds -										
* Fund Source 2 of 2	PE									
* Fund Type: City Funds	RW									
	CON			31,000						31,000
* Funding Agency:	Total:			31,000						31,000
<b>Project Total:</b>										
	PE									
	RW									
	CON			306,000						306,000
	Total:			306,000						306,000

Comments:

\*\*\*\*\* Version 1 - 09/06/2023 \*\*\*\*\*

New Project - Add CRP \$275,000 and Local funds \$31,000 for CON FFY 23/24. Phase 2 cost \$306,000. Total project cost \$1M. 2020 RTP Appendix B

**Tahoe Regional Planning Agency - Federal Transportation Improvement Program  
(Dollars in Whole)  
State Highway System**

DIST: 03	PPNO: 3473	EA: 4J090	CTIPS ID: 220-0000-0173	TITLE (DESCRIPTION): Meeks Creek Bridge (In El Dorado County near Meeks Bay, at Creek Bridge No. 25-0019. Replace Meeks Creek Bridge, restore Meeks Creek to address bridge scour and fish passage, and add bicycle and pedestrian improvements.)	MPO Aprv: State Aprv: Federal Aprv:
CT PROJECT ID: 0323000082			MPO ID.: SHOPP6	<b>CURRENT</b>	EPA TABLE II or III EXEMPT CATEGORY
COUNTY: El Dorado County	ROUTE: 89		PM: 24.400 / 25.300		

IMPLEMENTING AGENCY: Caltrans  
PROJECT MANAGER: Berhane Tesfagabr      PHONE: (916) 869-7335      EMAIL: berhane.tesfagabr@dot.ca.dot

*PROJECT VERSION HISTORY (Printed Version is Shaded)*

Version	Status	Date	Updated By	Change Reason	Amend No.	Prog Con	Prog RW	PE
1	Active	09/18/2023	JWEBER	Amendment - New Project	4	18,190,000	1,890,000	4,990,000

		PRIOR	22-23	23-24	24-25	25-26	26-27	27-28	BEYOND	TOTAL
* SHOPP - Sustainability and Miscellaneous -										
* Fund Source 1 of 1	PE		2,000,000	2,990,000						4,990,000
* Fund Type: SHOPP Advance Construction (AC)	RW			340,000	1,550,000					1,890,000
	CON				18,190,000					18,190,000
* Funding Agency:	Total:		2,000,000	3,330,000	19,740,000					25,070,000

Comments:  
\*\*\*\*\* Version 1 - 09/18/2023 \*\*\*\*\*  
New 2022 SHOPP Project. Total Cost \$25,070,000. Complete 2028. 2020 RTP Appendix B.

**Tahoe Regional Planning Agency - Federal Transportation Improvement Program  
(Dollars in Whole)  
State Highway System**

DIST: NV	PPNO:	EA:	CTIPS ID: 220-0000-0172	TITLE (DESCRIPTION): Nevada Stateline to Stateline - Crystal Bay to Incline Village (In Washoe County, along SR 28 from Crystal Bay to Incline Village, plan, design, and construct 2.7 miles of shared-use nonmotorized paved trail.)	MPO Aprv: State Aprv: Federal Aprv:
CT PROJECT ID:			MPO ID.: WA001	<b>CURRENT</b>	EPA TABLE II or III EXEMPT CATEGORY
COUNTY: Washoe County, Nev	ROUTE: 28		PM:		

IMPLEMENTING AGENCY: Washoe County Public Works  
PROJECT MANAGER: Dave Solaro      PHONE: (775) 328-2000      EMAIL: dsolaro@washoecounty.us

*PROJECT VERSION HISTORY (Printed Version is Shaded) (Dollars in whole)*

Version	Status	Date	Updated By	Change Reason	Amend No.	Prog Con	Prog RW	PE
1	Active	09/18/2023	JWEBER	Amendment - New Project	4			1,139,000

* Other Fed -		PRIOR	22-23	23-24	24-25	25-26	26-27	27-28	BEYOND	TOTAL
* Fund Source 1 of 2	PE				133,000	133,000				266,000
	RW									
* Fund Type: Transportation Alternatives Program (TAP)	CON									
* Funding Agency: Nevada DOT	Total:				133,000	133,000				266,000

* Other Fed -		PRIOR	22-23	23-24	24-25	25-26	26-27	27-28	BEYOND	TOTAL
* Fund Source 2 of 2	PE			523,000	175,000	175,000				873,000
	RW									
* Fund Type: Carbon Reduction Program (CRP)	CON									
* Funding Agency: Nevada DOT	Total:			523,000	175,000	175,000				873,000

Project Total:		PRIOR	22-23	23-24	24-25	25-26	26-27	27-28	BEYOND	TOTAL
	PE			523,000	308,000	308,000				1,139,000
	RW									
	CON									
	Total:			523,000	308,000	308,000				1,139,000

Comments:  
\*\*\*\*\* Version 1 - 09/14/2023 \*\*\*\*\*  
New Nevada project.  
CRP: \$523,000 PE 23/24, \$175,000 PE 24/25, \$175,000 PE 25/26  
NV TAP: \$133,000 PE 24/25, \$133,000 PE 25/26. Project cost \$16.2M. 2020 RTP Appendix B



SECTION

TABLE 1: REVENUE

Tahoe MPO  
2023 FTIP  
Amendment 04  
(\$'s in 1,000)

Funding Source		NOTES	4 YEAR (FTIP Period)								TOTAL CURRENT
			FY 2023		FY 2024		FY 2025		FY 2026		
			Amendment		Amendment		Amendment		Amendment		
			Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	
LOCAL	Sales Tax										
	City										
	County										
	Gas Tax										
	Gas Tax (Subventions to Cities)										
	Gas Tax (Subventions to Counties)										
	Other Local Funds	\$3,785	\$3,435	\$1,149	\$1,370	\$17	\$572		\$175	\$5,552	
	County General Funds	\$3,785	\$3,435	\$880	\$570		\$555		\$175	\$4,735	
	City General Funds			\$269	\$800	\$17	\$17			\$817	
	Street Taxes and Developer Fees										
RSTP Exchange funds											
Transit											
Transit Fares											
Other (See Appendix 1)	\$3,587	\$4,826	\$3,267	\$3,267	\$2,905	\$2,983	\$2,905	\$2,984	\$14,060		
Local Total	\$7,372	\$8,261	\$4,416	\$4,637	\$2,922	\$3,555	\$2,905	\$3,159	\$19,612		
REGIONAL	Tolls										
	Bridge										
	Corridor										
Regional Sales Tax											
Other (See Appendix 2)											
Regional Total											
STATE	State Highway Operations and Protection Program (SHOPP) <sup>1</sup>	\$26,260	\$26,260	\$25,437	\$28,437		\$3,330	\$22,050	\$41,790	\$99,817	
	SHOPP	\$26,260	\$26,260	\$25,437	\$28,437		\$3,330	\$22,050	\$41,790	\$99,817	
	SHOPP Prior										
	State Minor Program										
	State Transportation Improvement Program (STIP) <sup>1</sup>										
	STIP										
	STIP Prior										
	State Bond										
	Proposition 1A (High Speed Passenger Train Bond Program)										
	Proposition 1B (Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2008)										
	Active Transportation Program (ATP) <sup>1</sup>	\$260	\$260	\$490	\$2,907		\$490			\$3,651	
	Highway Maintenance (HM) Program <sup>1</sup>										
Highway Bridge Program (HBP) <sup>1</sup>				\$3,055					\$3,055		
Road Repair and Accountability Act of 2017 (SB1)											
Traffic Congestion Relief Program (TCRP)											
State Transit Assistance (STA)(e.g., population/revenue based, Prop. 42)											
Other (See Appendix 3)	\$5,067	\$6,924	\$3,909	\$4,221	\$2,315	\$2,938	\$1,530	\$1,663	\$15,746		
State Total	\$31,587	\$33,444	\$29,836	\$38,614	\$2,315	\$6,758	\$23,580	\$43,453	\$122,269		
FEDERAL TRANSIT	5307 - Urbanized Area Formula Grants	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$15,224	
	5309 - Fixed Guideway Capital Investment Grants										
	5309b - New and Small Starts (Capital Investment Grants)										
	5309c - Bus and Bus Related Grants										
	5310 - Enhanced Mobility of Seniors and Individuals with Disabilities	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$248	
	5311 - Formula Grants for Rural Areas										
	5311f - Intercity Bus										
	5337 - State of Good Repair Grants										
	5339 - Bus and Bus Facilities Formula Grants	\$336	\$336	\$336	\$336	\$336	\$336	\$336	\$336	\$1,344	
	FTA Transfer from Prior FTIP	\$3,300	\$3,300	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$9,600	
	Other (See Appendix 4)	\$7,504	\$7,504	\$6,304	\$6,304	\$6,304	\$6,304	\$6,304	\$6,304	\$26,416	
	Federal Transit Total	\$14,866	\$15,520	\$14,866	\$15,551	\$14,865	\$15,582	\$14,865	\$16,113	\$6,266	
	FEDERAL HIGHWAY	Congestion Mitigation and Air Quality (CMAQ) Improvement Program	\$1,486	\$1,520	\$1,486	\$1,551	\$1,485	\$1,582	\$1,485	\$1,613	\$6,266
Construction of Ferry Boats and Ferry Terminal Facilities (Ferry Boat Program)											
Coordinated Border Infrastructure Program											
Federal Lands Access Program		\$9,956	\$9,956							\$9,956	
Federal Lands Transportation Program											
GARVEE Bonds Debt Service Payments											
Highway Infrastructure Program (HIP)		\$173	\$173							\$173	
High Priority Projects (HPP) and Demo											
Highway Safety Improvement Program (HSIP)		\$3,450	\$3,450			\$104	\$104			\$3,554	
National Highway Freight Program (NHFP)											
Nationally Significant Freight and Highway Projects (FASTLANE/INFRA Grants)											
Railway-Highway Crossings Program											
Recreational Trails Program											
SAFETEA-LU Safe Routes to School (SRTS)											
Surface Transportation Block Grant Program (STBGP/RSTP)	\$2,082	\$2,306	\$2,082	\$2,356	\$2,081	\$2,410	\$2,081	\$2,463	\$9,535		
Tribal Transportation Program											
Other (See Appendix 5)	\$34,111	\$38,139	\$1,563	\$11,225	\$5,325	\$24,073		\$1,938	\$75,375		
Federal Highway Total	\$51,258	\$55,544	\$5,131	\$15,132	\$8,995	\$28,169	\$3,566	\$6,014	\$104,859		
FEDERAL RAIL	Other Federal Railroad Administration (See Appendix 6)										
	Federal Railroad Administration Total										
Federal Total	\$58,762	\$63,048	\$11,435	\$21,436	\$15,299	\$34,473	\$9,870	\$12,318	\$131,275		
INNOVATIVE FINANCE	TIFIA (Transportation Infrastructure Finance and Innovation Act)										
	Other (See Appendix 7)										
	Innovative Financing Total										
REVENUE TOTAL	\$97,721	\$104,753	\$45,687	\$64,687	\$20,536	\$44,786	\$36,355	\$58,930	\$273,156		

Financial Summary Notes:  
<sup>1</sup> State Programs that include both state and federal funds.

TABLE 1: REVENUE - APPENDICES

Tahoe MPO  
2023 FTIP  
Amendment 04  
(\$'s in 1,000)

Appendix 1 - Local Other									
Local Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
TRPA AQ Mitigation									
Private Funds	\$500	\$65	\$36	\$36					\$686
Local Transportation Funds	\$2,905	\$2,492	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$2,905	\$11,608
Washoe County	\$36	\$36	\$326	\$326					\$362
TRPA O&M	\$81	\$81							\$81
TRPA WQ Mitigation	\$95	\$348							\$248
Douglas County		\$20							
Tahoe Fund		\$656				\$78		\$17	\$656
<b>Local Other Total</b>	<b>\$3,587</b>	<b>\$4,826</b>	<b>\$3,267</b>	<b>\$3,267</b>	<b>\$2,905</b>	<b>\$2,983</b>	<b>\$2,905</b>	<b>\$2,984</b>	<b>\$13,653</b>

Appendix 2 - Regional Other									
Regional Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
<b>Regional Other Total</b>									

Appendix 3 - State Other									
State Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
Nevada TAP	\$62	\$62	\$814	\$814					\$1,142
LCIOP	\$310	\$310	\$125	\$125	\$110	\$110			\$660
TDA	\$3,116	\$3,116	\$2,816	\$2,816	\$1,445	\$1,445	\$1,445	\$1,445	\$8,822
NV Tahoe Bond	\$49	\$740	\$69	\$69	\$500	\$500			\$740
NV State Funds	\$1,625	\$1,625	\$381	\$381	\$175	\$1,165			\$3,111
NV State Parks	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$340
NV State Gas Tax		\$1,186							\$1,186
NV State Funds (NDSL/AIS)									
<b>State Other Total</b>	<b>\$5,067</b>	<b>\$6,924</b>	<b>\$3,909</b>	<b>\$4,221</b>	<b>\$2,315</b>	<b>\$2,938</b>	<b>\$1,530</b>	<b>\$1,663</b>	<b>\$15,746</b>

Appendix 4 - Federal Transit Other									
Federal Transit Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
NV - FTA 5339	\$1,200	\$1,200							\$1,200
NV - FTA 5311	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$8,400
<b>Federal Transit Other Total</b>	<b>\$3,300</b>	<b>\$3,300</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$9,600</b>

Appendix 5 - Federal Highway Other									
Federal Highway Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
NV USFS (SNPLMA 865/82.48 LTRA)	\$67	\$1,667		\$1,400					\$3,067
NV STBG	\$1,990	\$1,990	\$1,312	\$1,312		\$1,488		\$1,488	\$4,966
NV NHP	\$309	\$98	\$251	\$251					\$344
NV NHP	\$30,875	\$23,154			\$3,325	\$17,433			\$40,589
NV CDS/Earmarks		\$1,385		\$4,000					\$5,385
NV Carbon Reduction Program		\$270							\$270
NV USFWS (AIS)				\$2,241					\$2,241
NV STBG Statewide / Flex		\$9,031		\$2,509		\$4,702			\$16,242
CA CRP		\$545		\$276		\$275		\$275	\$1,370
NV CRP				\$528		\$176		\$315	\$879
<b>Federal Highway Other Total</b>	<b>\$34,111</b>	<b>\$38,139</b>	<b>\$1,563</b>	<b>\$11,225</b>	<b>\$5,325</b>	<b>\$24,073</b>		<b>\$1,938</b>	<b>\$75,375</b>

Appendix 6 - Federal Railroad Administration Other									
Federal Railroad Administration Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
<b>Federal Railroad Administration Other Total</b>									

Appendix 7 - Innovative Other									
Innovative Other	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL
	Prior	Current	Prior	Current	Prior	Current	Prior	Current	
<b>Innovative Other Total</b>									

TABLE 2: PROGRAMMED

Tahoe MPO  
2023 FTIP  
Amendment 04  
(\$'s in 1,000)

FUNDING SOURCES		4 YEAR (FTIP Period)								
		FY 2023		FY 2024		FY 2025		FY 2026		TOTAL CURRENT
		Amendment		Amendment		Amendment		Amendment		
		Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	
LOCAL	Local Total	\$7,372	\$8,261	\$4,416	\$4,637	\$2,922	\$3,555	\$2,905	\$3,159	\$19,612
REGIONAL	Tolls Bridge Corridor Regional Sales Tax Other (See Appendix A)									
	Regional Total									
STATE	Slate Highway Operations and Protection Program (SHOPP) <sup>1</sup> SHOPP SHOPP Prior Slate Minor Program	\$26,260	\$26,260	\$25,437	\$28,437		\$3,330	\$22,050	\$41,790	\$99,817
	Slate Transportation Improvement Program (STIP) <sup>1</sup> STIP STIP Prior						\$3,330	\$22,050	\$41,790	\$99,817
	Slate Bond Proposition 1A (High Speed Passenger Train Bond Program) Proposition 1B (Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006)									
	Active Transportation Program <sup>1</sup> Highway Maintenance (HM) Program <sup>1</sup> Highway Bridge Program (HBP) <sup>1</sup> Road Repair and Accountability Act of 2017 (SB1) Traffic Congestion Relief Program (TCRP) Slate Transit Assistance (STA)(e.g., population/revenue based, Prop 42) Other (See Appendix B)	\$260	\$260	\$490	\$2,907		\$490			\$3,651
					\$3,055					\$3,055
		\$5,067	\$6,924	\$3,909	\$4,221	\$2,315	\$2,938	\$1,530	\$1,663	\$15,746
	State Total	\$31,587	\$33,444	\$29,836	\$38,614	\$2,315	\$6,758	\$23,580	\$43,453	\$122,269
FEDERAL TRANSIT	5307 - Urbanized Area Formula Grants 5309 - Fixed Guideway Capital Investment Grants 5309b - New and Small Starts (Capital Investment Grants) 5309c - Bus and Bus Related Grants 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities 5311 - Formula Grants for Rural Areas 5311f - Intercity Bus 5337 - State of Good Repair Grants 5339 - Bus and Bus Facilities Formula Grants FTA Transfer from Prior FTIP Other (See Appendix C)	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$3,806	\$15,224
		\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$62	\$248
		\$335	\$335	\$335	\$335	\$335	\$335	\$335	\$335	\$1,340
		\$3,300	\$3,300	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$9,600
	Federal Transit Total	\$7,503	\$7,503	\$6,303	\$6,303	\$6,303	\$6,303	\$6,303	\$6,303	\$26,412
FEDERAL HIGHWAY	Congestion Mitigation and Air Quality (CMAQ) Improvement Program Construction of Ferry Boats and Ferry Terminal Facilities (Ferry Boat Program) Coordinated Border Infrastructure Program Federal Lands Access Program Federal Lands Transportation Program GARVEE Bonds Debt Service Payments Highway Infrastructure Program (HIP) High Priority Projects (HPP) and Demo Highway Safety Improvement Program (HSIP) National Highway Freight Program (NHFP) Nationally Significant Freight and Highway Projects (FASTLANE/INFRA Grants) Railway-Highway Crossings Program Recreational Trails Program SAFETEA-LU Safe Routes to School (SRTS) Surface Transportation Block Grant Program (STBG/PRSTP) Tribal Transportation Program Other (See Appendix D)	\$1,169	\$1,499	\$1,486	\$1,551		\$582		\$1,613	\$5,245
		\$9,956	\$9,956							\$9,956
		\$173	\$173							\$173
		\$3,450	\$3,450			\$104	\$104			\$3,554
		\$2,053	\$2,053	\$2,053	\$2,053		\$2,410		\$2,463	\$8,979
		\$33,841	\$37,869	\$1,563	\$11,225	\$5,325	\$24,073		\$1,938	\$75,105
	Federal Highway Total	\$50,642	\$55,000	\$5,102	\$14,829	\$5,429	\$27,169		\$6,014	\$103,012
FEDERAL RAIL	Other Federal Railroad Administration (see Appendix E)									
	Federal Railroad Administration Total									
	Federal Total	\$58,145	\$62,503	\$11,405	\$21,132	\$11,732	\$33,472	\$6,303	\$12,317	\$129,424
INNOVATIVE FINANCE	TIFIA (Transportation Infrastructure Finance and Innovation Act) Other (See Appendix F)									
	Innovative Financing Total									
PROGRAMMED TOTAL		\$97,104	\$104,208	\$45,657	\$64,383	\$16,969	\$43,785	\$32,788	\$58,929	\$271,305

MPO Financial Summary Notes:  
<sup>1</sup> State Programs that include both state and federal funds.

Template Updated: 2/22/2023

TABLE 2: PROGRAMMED - APPENDICES

Tahoe MPO  
2023 FTIP  
Amendment 04  
(\$'s in 1,000)

Regional Other	Appendix A - Regional Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
Regional Other Total										

State Other	Appendix B - State Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
Nevada TAP		\$62		\$814		\$133		\$133		\$1,142
LCTOP		\$110		\$125		\$110		\$110		\$345
TDA		\$3,116		\$2,816		\$1,445		\$1,445		\$8,822
NV Tahoe Bond		\$69		\$69		\$500		\$1,445		\$748
NV State Funds		\$1,625		\$381		\$175		\$1,165		\$3,171
NV State Parks		\$85		\$85		\$85		\$85		\$340
NV State Gas Tax		\$1,186						\$85		\$1,186
NV State Funds (NDSL/AIS)										
State Other Total	\$5,067	\$6,924	\$3,909	\$4,221	\$2,315	\$2,938	\$1,530	\$1,663		\$15,740

Federal Transit Other	Appendix C - Federal Transit Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
NV FTA 5339		\$1,200		\$2,100		\$2,100		\$2,100		\$1,200
NV FTA 5311		\$2,100		\$2,100		\$2,100		\$2,100		\$8,400
Federal Transit Other Total	\$3,300	\$3,300	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100		\$9,600

Federal Highway Other	Appendix D - Federal Highway Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
USFS (SNPLMA \$652 /\$2.4 & LTRA)		\$567		\$1,400						\$3,067
NV STBG		\$1,990		\$1,312		\$1,488		\$1,488		\$4,964
NV HIP		\$309		\$251						\$346
NV NHPP		\$30,875		\$23,154		\$3,325		\$17,433		\$40,589
NV CDS/Earmarks 2022 & 2023		\$1,385		\$4,000		\$2,000				\$5,385
NV Carbon Reduction Program										
NV USFWS ( AIS)				\$2,267						\$2,267
NV STBG Statewide / File		\$9,031		\$2,509		\$4,702				\$16,242
CA CRP		\$545		\$276		\$275		\$275		\$1,370
NV CRP				\$523		\$175		\$175		\$873
Federal Highway Other Total	\$33,841	\$37,869	\$1,563	\$11,225	\$5,325	\$24,073		\$1,938		\$75,105

Federal Railroad Administration Other	Appendix E - Federal Railroad Administration Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
Federal Railroad Administration Other Total										

Innovative Other	Appendix F - Innovative Finance Other									
	FY 2023		FY 2024		FY 2025		FY 2026		CURRENT TOTAL	
	Prior	Current	Prior	Current	Prior	Current	Prior	Current		
Innovative Other Total										

TABLE 3: REVENUE-PROGRAMMED

Tahoe MPO  
2023 FTIP  
Amendment 04  
(\$'s in 1,000)

FUNDING SOURCES		4 YEAR (FTIP Period)								TOTAL CURRENT			
		FY 2023		FY 2024		FY 2025		FY 2026					
		Amendment		Amendment		Amendment		Amendment					
		Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04	Prior No. 01	Current No. 04				
LOCAL	Local Total												
REGIONAL	Tolls Bridge Corridor Regional Sales Tax Other												
	Regional Total												
STATE	State Highway Operations and Protection Program (SHOPP) <sup>1</sup> SHOPP SHOPP Prior State Minor Program												
	State Transportation Improvement Program (STIP) <sup>1</sup> STIP STIP Prior												
	State Bond Proposition 1A (High Speed Passenger Train Bond Program) Proposition 1B (Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006) Active Transportation Program <sup>1</sup> Highway Maintenance (HM) Program <sup>1</sup> Highway Bridge Program (HBP) <sup>1</sup> Road Repair and Accountability Act of 2017 (SB1) Traffic Congestion Relief Program (TCRP) State Transit Assistance (STA)(e.g., population/revenue based, Prop 42) Other												
	State Total												
	FEDERAL TRANSIT	5307 - Urbanized Area Formula Grants 5309 - Fixed Guideway Capital Investment Grants 5309b - New and Small Starts (Capital Investment Grants) 5309c - Bus and Bus Related Grants 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities 5311 - Formula Grants for Rural Areas 5311f - Intercity Bus 5337 - State of Good Repair Grants 5339 - Bus and Bus Facilities Formula Grants FTA Transfer from Prior FTIP Other	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$4		
		Federal Transit Total	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$4		
		FEDERAL HIGHWAY	Congestion Mitigation and Air Quality (CMAQ) Improvement Program Construction of Ferry Boats and Ferry Terminal Facilities (Ferry Boat Program) Coordinated Border Infrastructure Program Federal Lands Access Program Federal Lands Transportation Program GARVEE Bonds Debt Service Payments Highway Infrastructure Program (HIP) High Priority Projects (HPP) and Demo Highway Safety Improvement Program (HSIP) National Highway Freight Program (NHFP) Nationally Significant Freight and Highway Projects (FASTLANE/INFRA Grants) Railway-Highway Crossings Program Recreational Trails Program SAFETEA-LU Safe Routes to School (SRTS) Surface Transportation Block Grant Program (STBGP/RSTP) Tribal Transportation Program Other	\$317	\$21			\$1,485	\$1,000	\$1,485		\$1,021	
			Federal Highway Total	\$616	\$544	\$29	\$303	\$3,566	\$1,000	\$3,566		\$1,847	
			FEDERAL RAIL	Other Federal Railroad Administration Federal Railroad Administration Total									
				Federal Total	\$617	\$545	\$30	\$304	\$3,567	\$1,001	\$3,567	\$1	\$1,851
			INNOVATIVE FINANCE	TIFIA (Transportation Infrastructure Finance and Innovation Act) Other									
Innovative Financing Total													
REVENUE - PROGRAM TOTAL			\$617	\$545	\$30	\$304	\$3,567	\$1,001	\$3,567	\$1	\$1,851		

Template Updated: 2/22/2023



MEMORANDUM

Date: September 28, 2023  
 To: Tahoe Transportation District (TTD) Board of Directors  
 From: TTD Staff – Joanie Schmitt, CFO  
 Subject: Review and Acceptance of the District’s Financial Statement of Operations for the First Month of Fiscal Year 2024 Through July 31, 2023

**Action Requested:**

It is requested the Board accept the Financial Statement of Operations for the first month of fiscal year 2024 (FY24) ending July 31, 2023.

**Fiscal Analysis:**

TTD is reporting increases to the overall fund balances of \$20,243 for the General Fund, \$328 in the Capital Improvement Program (CIP) Fund, and \$89,441 in the Parking Systems (PS) Fund, while the Transit Operations (TO) Fund decreased \$71,924 on July 31, 2023.

Projected FY23 increases to all the fund balances can be found on the July 31, 2023 Balance Sheet (Attachment A) which total \$1,083,971. Adjustments to the TO Fund balance for FY23 are pending the final TDA payments expected to be received by the second week of October. These entries will result in either an increase or decrease based on actual amounts received versus the estimated funding at time of FY23’s application.

**Background:**

Staff has completed analyzing financial information for the first month of FY23, ended July 31, 2023. The presentation of the financial information will highlight July activity and continues to detail TTD’s funds: General, CIP, TO, and PS. (Attachment A.)

**Discussion:**

**General Fund** –

Overall, the District ended with an increase of \$20,243 for July activity. The increase can be summarized as follows:

<b><u>District Operations Revenues</u></b>		<b><u>District Operations Expenses</u></b>	
State of Nevada	\$0	Personnel	\$19,005
Member Fees	\$7,292	Admin Support (ICAP)	(\$29,856)
Rental Car Mitigation Fees (RCMF)	\$5,497	Insurance	\$2,291
Administrative Fees	\$11,002	Rent, incl. Utilities	\$4,048
Contributions	\$0	Telephone	\$1,785
Miscellaneous	\$0	Professional Services	\$1,459
Interest	<u>\$1,221</u>	Dues, Subscriptions, Fees	\$4,319
		Supplies	\$1,320

JS/ja

AGENDA ITEM: X.A.

		Transfer - Grant Match	\$288
		Other	<u>\$110</u>
<b>Total Revenues</b>	<b>\$25,012</b>	<b>Total Expenses</b>	<b>\$4,769</b>

Member Fees totaling \$7,292 in July resulted from \$4,167 from Douglas County and \$3,125 from Washoe County. The remaining balances of \$45,833 and \$37,469 respectively will continue to be recognized in equal monthly installments. Carson City's annual portion of \$5,000 will be invoiced in October and will recognize \$1,667 for the first four months of FY24, with equal monthly installments of \$417 from November through June. Placer County's annual amount of \$52,500 will be invoiced prior to December 31, 2023, with six monthly installments (\$26,250) immediately recognized in December and the remaining balance of \$26,250 in equal monthly installments of \$4,375 from January through June.

TRPA will be requesting its Board of Directors to authorize payment of \$330,000 to TTD for its portion of their FY24 State of Nevada budget funding at its September meeting. Staff anticipates invoicing TRPA in full in October, recognizing one third (\$110,000) in October, with equal monthly installments of \$27,500 from November through June.

The net result increased the General Fund's overall fund balance to \$905,985, which is \$20,243 more than at the start of the fiscal year.

CIP Fund –

July activity ended in an increase of \$328, resulting from interest of \$334 earned on project advances, less bank fees of \$6. Below is a brief recap of July activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$30	\$526,164
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	\$24,519
FTA 5339 (FY18)	\$0	\$16,326
FTA 5339 (FY19)	\$0	\$186,799
FTA 5339 (FY20 & FY21)	\$0	\$257,614
TDA LTF Reserve (Phoenix Bus Purchase)	\$0	\$400,000
FTA 5339C (FY18)	\$0	\$694,184
NDOT		
Recreational Travel Phase II	\$4,403	\$158,554
General Fund (Match)	\$232	\$8,345
TAP – SR 28 North Parking Lots	\$1,218	\$1,164,655
Washoe County Bond Sale (Match)	\$64	\$356,073
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$1,193	\$1,894,492
NDOT – Incline Mobility Hub Concept Study	\$0	\$79,788
TDA LTF Reserve (Match)	\$0	\$4,199
NDOT – Facility Plan	\$4,137	\$626,930
Douglas County (Match)	\$218	\$32,962
NDOT – Central Corridor (Chimney)	\$441	\$2,331,591
Tahoe Fund (Match)	\$21	\$8,883



Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Office of Emergency Services	\$111	\$72,870
CTC (Match)	\$37	\$24,290
General Fund (Match)	\$56	\$500
California Sustainable Planning (ZEB)	\$54	\$308,435
TDA LTF Reserve (Match)	\$7	\$39,862
Bank Fees	<u>\$6</u>	
Total Expenditures	\$12,228	

The net July activity resulted in increasing CIP's overall fund balance to \$3,621, which is \$328 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with a decrease of \$71,924 for July activity. The decrease can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$336,753
5311	\$57,771
Transportation Development Act (TDA)	\$0
Low Carbon Transit Operations Program	\$0
Nevada State Parks	\$0
El Dorado County	\$35,936
Solar Renewable Energy Credits	\$0
Contributions – STPUD	\$0
Miscellaneous	\$13,363
Sale of Fixed Asset (Scrap)	\$0
Insurance Claims	\$23,971
Interest	<u>\$6,169</u>
<b>Total Revenues</b>	<b>\$473,963</b>
<u>Expense Detail</u>	
Personnel	\$300,813
Fuel/Fuel Tax	\$25,203
Insurance	\$8,561
Repairs/Maintenance	\$57,541
Professional Services/Contracts	\$20,863
Facility Rent/Utilities/Phone	\$27,311
Supplies	\$7,670
Dues, Subscriptions, Member Fees	\$6,666
ICAP	\$29,181
Transfer - Grant Match	\$7
Depreciation/Amortization/Warranty	\$53,919
Advertising/Outreach	\$3,614
Equipment under \$5K	\$0
Capital Outlay	(\$0)
Other Expenses	<u>\$4,538</u>
<b>Total Expenses</b>	<b>\$545,887</b>
<b>Increase/(Decrease)</b>	<b>(\$71,924)</b>

The decrease was expected as the final estimate for FY24 TDA (LTF and STA) revenue of \$2,050,401 was not available prior to closing July, but will be included in August recognizing \$341,731 in August and ten equal monthly installments of \$170,867 for the remaining of the fiscal year prior to the year-end true-up between the estimated and actual amounts.

TTD has exhausted El Dorado County's advance of \$300,000 from the allocation of transit occupancy tax (TOT) funds for transit services, along with interest earned net fees of \$2,653 on extended paratransit service beyond one mile from January 2023 through July.

TTD received a dividend of \$13,353 from PRISM, TTD's CA Workers Compensation provider, which will be deducted from the August FTA 5307 and FTA 5311 invoices.

TTD received \$23,971 in insurance claims for Bus 202, which was involved in an accident on Quaking Aspen in January 2023. Repairs are expected to be completed in October.

The net result decreased Transit's overall fund balance for the year to \$10,719,929, which is \$71,924 less than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$89,441 for July activity. The recap is as follows:

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$105,641	Personnel	\$7,481
Parking Events	\$0	Contracts	\$0
Parking Non-Compliance	\$4,377	Professional Services	\$486
Interest	<u>\$1,261</u>	Subscriptions, Dues	\$194
		Telephone	\$174
		Admin Fees	\$11,002
		Bank/Credit Card Fees	\$2,500
		Supplies	\$0
		Other	<u>\$1</u>
<b>Total Revenue</b>	<b>\$111,279</b>	<b>Total Expenses</b>	<b>\$21,838</b>

Meter revenues increased year over year by \$7,946 from \$97,695 in FY23 to \$105,641 in FY24 (8%).

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 increased Parking System's overall fund balance for the year to \$798,895, which is \$89,441 more than at the start of the fiscal year.

Balance Sheet-

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

The capital asset balance, net of depreciation and amortization, includes \$6,058,033 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 FY23 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

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. July Financial Statement
- B. FY23 Cash Flow
- C. Updated Grant Status Report

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

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>ASSETS</b>						
Cash & Equivalents	4,369,707	675,186	104,514	2,784,990	805,017	0
Accounts Receivable	1,399,234	70,763	97,946	1,226,526	3,998	
Prepays	586,178	237,183		348,955	39	
Inventory	379,600			379,600		
*Capital Assets, Net Depreciation and Amortization	6,539,655			6,539,655		
<b>TOTAL ASSETS</b>	<b>13,274,374</b>	<b>983,132</b>	<b>202,460</b>	<b>11,279,726</b>	<b>809,055</b>	<b>0</b>
<b>LIABILITIES</b>						
Accounts Payable	342,610	19,339	50,117	262,994	10,159	0
Deferred Revenues	206,655	57,808	148,721	126		
Nevada State Bank - LOC	0					
Subscriptions Payable	74,916			74,916		
Insurance Payable	99,717			99,717		
EE Compensated Absences	121,935			121,935		35,652
Accrued Interest Payable	109			109		
<b>TOTAL LIABILITIES</b>	<b>845,942</b>	<b>77,147</b>	<b>198,839</b>	<b>559,797</b>	<b>10,159</b>	<b>35,652</b>
<b>NET POSITION</b>						
Invested in Capital Assets	5,628,928			5,628,928		
Restricted	1,907,107			1,907,107		
Unrestricted	3,723,702	829,343		2,426,975	467,383	(35,754)
Assigned	46,636	45,000	1,636			
<b>SUB TOTAL NET POSITION BALANCES</b>	<b>11,306,372</b>	<b>874,343</b>	<b>1,636</b>	<b>9,963,010</b>	<b>467,383</b>	<b>(35,754)</b>
Projected FY 23 Increase/(Decrease) to Fund Balance	1,083,971	11,399	1,657	828,844	242,071	(464)
FY 24 Increase/(Decrease) to Fund Balance	38,088	20,243	328	(71,924)	89,441	565
<b>TOTAL NET POSITION</b>	<b>12,428,431</b>	<b>905,985</b>	<b>3,621</b>	<b>10,719,929</b>	<b>798,895</b>	<b>(35,652)</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>13,274,374</b>	<b>983,132</b>	<b>202,460</b>	<b>11,279,726</b>	<b>809,055</b>	<b>0</b>

\* The fixed asset and land balances, net of depreciation/ amortization, include \$6,058,033 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, 2023 through July 31, 2023**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>Revenues</b>						
Federal Grants	404,765		10,241	394,524		
State Funding	37,601		1,665	35,936		
Contributions	21		21			
General Revenues	(7,292)	(7,292)				
Charges for Services	37,334			37,334		
Special Items	126,516	16,499			110,018	
Pass-Through Revenue	8,985	1,221	334	6,169	1,261	
<b>TOTAL REVENUES</b>	<b>622,515</b>	<b>25,012</b>	<b>12,261</b>	<b>473,963</b>	<b>111,279</b>	<b>0</b>
<b>Expenses</b>						
Personnel	310,957	19,005	6,918	277,552	7,481	
Contracts	23,261			23,261		(565)
Fuel	4,593		4,593			
Depreciation, Amortization, Warranty	25,203			25,203		
Other Operating	53,919			53,919		
ICAP - 10%	166,314	15,331	43	136,584	14,357	
Capital Outlay		(29,856)	675	29,181		
Interest						
Other Funding Sources	180			180		
Pass-Through Expenses		288	(295)	7		
<b>TOTAL EXPENSES</b>	<b>584,427</b>	<b>4,769</b>	<b>11,933</b>	<b>545,888</b>	<b>21,838</b>	<b>(565)</b>
<b>FY 24 Increase / (Decrease) to Fund Balance</b>	<b>38,088</b>	<b>20,243</b>	<b>328</b>	<b>(71,924)</b>	<b>89,441</b>	<b>565</b>

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

	General Fund Activity		Actual vs Budget			Program YTD
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	District Ops
<b>Revenues</b>						
<b>General Revenues</b>						
State Revenue - NV				330,000	0.00%	
Member Fees	7,292	7,292	7,292	190,100	0.00%	7,292
Contributions				35,000	0.00%	
Miscellaneous					100.00%	
<b>Total General Revenues</b>	<b>7,292</b>	<b>7,292</b>	<b>7,292</b>	<b>555,100</b>	<b>1.31%</b>	<b>7,292</b>
<b>Charges for Services</b>						
Administrative Fees	11,002	11,002	11,002	47,500	23.16%	11,002
Rental Car Mitigation Fees	5,497	5,497	5,497	100,000	5.50%	5,497
<b>Total Charges for Services</b>	<b>16,499</b>	<b>16,499</b>	<b>16,499</b>	<b>147,500</b>	<b>11.19%</b>	<b>16,499</b>
<b>Special Items</b>						
Sale of Fixed Assets						
Interest Revenue	1,221	1,221	1,221	7,200	16.96%	1,221
<b>Total Special Revenues</b>	<b>1,221</b>	<b>1,221</b>	<b>1,221</b>	<b>7,200</b>	<b>16.96%</b>	<b>1,221</b>
<b>TOTAL REVENUES</b>	<b>25,012</b>	<b>25,012</b>	<b>25,012</b>	<b>709,800</b>	<b>3.52%</b>	<b>25,012</b>
<b>Expenses</b>						
<b>Operating</b>						
Personnel	19,005	19,005	19,005	496,568	3.83%	19,005
Admin Support	(29,856)	(29,856)	(29,856)	(466,296)	6.40%	(29,856)
Repairs & Maintenance				250	0.00%	
Insurance	2,291	2,291	2,291	31,490	7.28%	2,291
Facility Rent	4,048	4,048	4,048	53,940	7.51%	4,048
Telephone	1,785	1,785	1,785	16,260	10.98%	1,785
Supplies	1,320	1,320	1,320	21,132	6.25%	1,320
Advertising & Public Relations	14	14	14	1,500	0.92%	14
Reproduction & Printing				750	0.00%	
Postage				500	0.00%	
Dues, Subscriptions & Publications	4,319	4,319	4,319	15,754	27.42%	4,319
License & Permits					#DIV/0!	
Professional Services/Contracts	1,459	1,459	1,459	48,290	3.02%	1,459
Legal Services				25,000	0.00%	
Auditing Services				36,810	0.00%	
Bank Fee / CC Fees	21	21	21	800	2.58%	21
Transit Management - No Shore				20,000	0.00%	
Training				3,500	0.00%	
Travel				8,314	0.00%	
Events				1,500	0.00%	
Miscellaneous Expenses	74	74	74	25,000	0.29%	74
<b>Total Operating</b>	<b>4,480</b>	<b>4,480</b>	<b>4,480</b>	<b>341,062</b>	<b>1.31%</b>	<b>4,480</b>
<b>Capital Outlay</b>						
Office & Equipment over \$5000				0	100.00%	
Office & Equipment under \$5000						
CIP over \$5000						
Reimbursed Capital Expenses						
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>

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

	General Fund	Actual vs Budget			Program YTD
	Activity	YEAR TO DATE	Board Approved Budget	Var %	District Ops
	1st Qtr	July			
<b>Interest</b>					
Interest Expense			500	0.00%	
<b>Total Interest Expense</b>	<b>0</b>	<b>0</b>	<b>500</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>					
Preventive Maint (In)					
Capital Outlay (In) Out					
Transfer (In) Out	288	288	6,089	4.74%	288
<b>Total Other Financing Sources</b>	<b>288</b>	<b>288</b>	<b>6,089</b>	<b>4.74%</b>	<b>288</b>
<b>TOTAL EXPENSES</b>	<b>4,769</b>	<b>4,769</b>	<b>347,651</b>	<b>1.37%</b>	<b>4,769</b>
<b>Increase/(Decrease) to Fund Balance</b>	<b>20,243</b>	<b>20,243</b>	<b>362,149</b>	<b>5.59%</b>	<b>20,243</b>

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

	CIP Fund		Actual vs Budget			Program YTD						
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
<b>Revenues</b>												
<b>Capital Grant &amp; Contributions</b>												
Surface Transportation Program (STP)	10,138	10,138	10,138	3,298,907	0.31%	1,193	4,403	406	4,137			10,138
Congestive Mitigation & Air Quality (CMAQ)	30	30	30	252,500	0.01%	30						30
Fish & Wildlife Services Fund												
Highway Infrastructure Pgm (HIP)				470,655	0.00%							
Infrastructure - COVID	36	36	36	1,330,071	-100.00%			36				36
Office of Emergency Services (CalOES)	111	111	111	42,671	0.26%					111		111
Federal Transportation Administration				2,348,292	0.00%							
Transportation Alternative Programs (TAP)	1,218	1,218	1,218	413,643	0.29%			1,218				1,218
CA Sustainable Transportation Planning Prop 1B	54	54	54	278,343	0.02%				54			54
Washoe County	64	64	64	21,771	0.29%			64				64
Douglas County	218	218	218	19,736	1.10%				218			218
Contributions	58	58	58	29,000	0.20%			21		37		58
<b>Total Capital Grants &amp; Contributions</b>	<b>11,927</b>	<b>11,927</b>	<b>11,927</b>	<b>8,505,589</b>	<b>0.14%</b>	<b>1,223</b>	<b>4,403</b>	<b>1,745</b>	<b>4,409</b>	<b>148</b>	<b>0</b>	<b>11,927</b>
<b>Special Items</b>												
Interest Revenue	334	334	334	2,700	-100.00%			257	76			334
<b>Total Special Items</b>	<b>334</b>	<b>334</b>	<b>334</b>	<b>2,700</b>	<b>-100.00%</b>	<b>0</b>	<b>0</b>	<b>257</b>	<b>76</b>	<b>0</b>	<b>0</b>	<b>334</b>
<b>TOTAL REVENUES</b>	<b>12,261</b>	<b>12,261</b>	<b>12,261</b>	<b>8,508,289</b>	<b>0.14%</b>	<b>1,223</b>	<b>4,403</b>	<b>2,003</b>	<b>4,485</b>	<b>148</b>	<b>0</b>	<b>12,261</b>
<b>Expenses</b>												
Personnel	6,918	6,918	6,918	433,886	1.59%	839	4,213	1,587	112	168		6,918
Contract Services	4,593	4,593	4,593	5,656,896	0.08%	300			4,293			4,593
Reproduction & Printing				4,800	0.00%							
Rent Meeting Room				2,000	0.00%							
Supplies				2,100	0.00%							
License & Permits					100.00%							
Advertising / Outreach				3,900	0.00%							
Postage				1,500	-100.00%							
Utilities					100.00%							
Professional Services	37	37	37	103,109	0.04%					37		37
Administrative Fees					100.00%							
Bank Fees	6	6	6	180				4	1			6
Training				10,000	-100.00%							
Travel - Per Diem				900	0.00%							
Travel - Commercial Air					100.00%							
Travel - Auto				1,550	0.00%							
Miscellaneous					-100.00%							
Dues & Subscriptions				265	0.00%							
ICAP - 10%	675	675	675	26,296	2.57%	84	421	159	11			675
<b>Total Operating</b>	<b>12,228</b>	<b>12,228</b>	<b>12,228</b>	<b>6,247,382</b>	<b>0.20%</b>	<b>1,223</b>	<b>4,634</b>	<b>1,750</b>	<b>4,417</b>	<b>204</b>	<b>0</b>	<b>12,228</b>



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

	CIP Fund		Actual vs Budget		Program YTD							
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Warrior Way, Upgrade	Hazard Plan	Transit Ops Projects	Program Total
<b>Capital Outlay</b>												
Equipment over \$5000				2,576,950	0.00%							
Equipment under \$5000				40,000	0.00%							
CIP Over \$5000					100.00%							
Reimb Capital Expenses				(2,616,950)	0.00%							
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Financing Sources</b>												
Preventive Maint (In)					100.00%							
Capital Outlay (In) Out				2,616,950	0.00%							
Transfer (In) Out	(295)	(295)	(295)	(358,563)	0.08%		(232)		(7)	(57)		(295)
<b>Total Other Financing Sources</b>	<b>(295)</b>	<b>(295)</b>	<b>(295)</b>	<b>2,258,387</b>	<b>-0.01%</b>	<b>0</b>	<b>(232)</b>	<b>0</b>	<b>(7)</b>	<b>(57)</b>	<b>0</b>	<b>(295)</b>
<b>TOTAL EXPENSES</b>	<b>11,933</b>	<b>11,933</b>	<b>11,933</b>	<b>8,505,769</b>	<b>0.14%</b>	<b>1,223</b>	<b>4,403</b>	<b>1,750</b>	<b>4,410</b>	<b>148</b>	<b>0</b>	<b>11,933</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>328</b>	<b>328</b>	<b>328</b>	<b>2,520</b>	<b>-100.00%</b>	<b>0</b>	<b>0</b>	<b>253</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>328</b>

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

	TO Fund		Actual vs Budget			Program YTD
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
<b>Revenues</b>						
<b>Grants &amp; Contributions</b>						
FTA 5311	57,771	57,771	57,771	1,221,708	4.73%	57,771
FTA 5307	336,753	336,753	336,753	5,460,558	6.17%	336,753
FTA 5310				98,544	100.00%	
TDA - LTF				1,314,067	0.00%	
TDA - STA				590,378	0.00%	
TDA - SGR				95,555	0.00%	
LCTOP					100.00%	
NV State Parks				85,000	0.00%	
El Dorado County	35,936	35,936	35,936	120,000	29.95%	35,936
Solar Renewable Energy Credits				20,000	0.00%	
Sac Emergency Clean Air					100.00%	
Hybrid Voucher Incentive Pgm					0.00%	
Contributions					100.00%	
<b>Total Grants &amp; Contributions</b>	<b>430,460</b>	<b>430,460</b>	<b>430,460</b>	<b>9,005,810</b>	<b>4.78%</b>	<b>430,460</b>
<b>Charges for Services</b>						
FareBox Revenue					100.00%	
Pass Sales					100.00%	
Advertising Revenue					100.00%	
<b>Total Charges for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>Special Items</b>						
Sale of Fixed Assets				1,500	0.00%	
Miscellaneous	13,363	13,363	13,363		-100.00%	13,363
Insurance Claim Revenues	23,971	23,971	23,971		100.00%	23,971
Interest Revenue	6,169	6,169	6,169	33,500	18.42%	6,169
<b>Total Special Items</b>	<b>43,503</b>	<b>43,503</b>	<b>43,503</b>	<b>35,000</b>	<b>124.29%</b>	<b>43,503</b>
<b>Pass Through Revenue</b>					<b>100.00%</b>	
<b>TOTAL REVENUES</b>	<b>473,963</b>	<b>473,963</b>	<b>473,963</b>	<b>9,040,810</b>	<b>5.24%</b>	<b>473,963</b>
<b>Expenses</b>						
<b>Operating</b>						
Personnel	300,813	300,813	300,813	5,014,195	6.00%	300,813
Contract					100.00%	
Vehicle Fuel	25,203	25,203	25,203	375,000	6.72%	25,203
Sales Tax on Fuel				1,000	0.00%	
Repair and Maintenance	57,541	57,541	57,541	1,245,590	4.62%	57,541
Insurance	8,561	8,561	8,561	369,204	2.32%	8,561
Reproduction & Printing	427	427	427	5,325	8.02%	427
Facility Rent	16,819	16,819	16,819	181,553	9.26%	16,819
Facility Utilities	6,615	6,615	6,615	202,600	3.27%	6,615
Telephone	3,876	3,876	3,876	37,920	10.22%	3,876

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

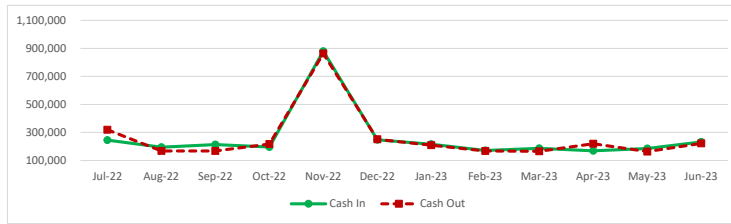
	TO Fund		Actual vs Budget			Program YTD
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
<b>Expenses Continued</b>						
Supplies	7,670	7,670	7,670	73,450	10.44%	7,670
Advertising & Public Relations	3,614	3,614	3,614	75,000	4.82%	3,614
License & Permits	427	427	427	1,200	35.58%	427
Dues, Subscriptions and Publications	6,666	6,666	6,666	196,080	3.40%	6,666
Professional Services	20,863	20,863	20,863	415,160	5.03%	20,863
Bank Fees	474	474	474	7,200	6.58%	474
Training	870	870	870	26,625	3.27%	870
Travel	404	404	404	29,455	1.37%	404
Reimbursed Travel					-100.00%	
Miscellaneous Expenses	1,937	1,937	1,937	55,325	3.50%	1,937
ICAP - 10%	29,181	29,181	29,181	440,000	6.63%	29,181
Depreciation/Amortization/Warranty	53,919	53,919	53,919	639,360	8.43%	53,919
<b>Total Operating</b>	<b>545,881</b>	<b>545,881</b>	<b>545,881</b>	<b>9,391,242</b>	<b>5.81%</b>	<b>545,881</b>
<b>Capital Outlay</b>						
Equipment under \$5000				40,000	0.00%	
Disposal of Fixed Assets					100.00%	
Reimbursed Capital Expenses					100.00%	
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40,000</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>						
Capital Outlay (In) Out				(2,616,950)	0.00%	
Transfer (In) Out	7	7	7	352,474	0.00%	7
<b>Total Other Financing Sources</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>(2,264,476)</b>	<b>0.00%</b>	<b>7</b>
<b>Pass Through Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>TOTAL EXPENSES</b>	<b>545,888</b>	<b>545,888</b>	<b>545,888</b>	<b>7,166,766</b>	<b>7.62%</b>	<b>545,888</b>
<b>Increase / Decrease) to Fund Balance</b>	<b>(71,924)</b>	<b>(71,924)</b>	<b>(71,924)</b>	<b>1,874,044</b>	<b>-3.84%</b>	<b>(71,924)</b>

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

	Parking System Activity		Actual vs Budget			Parking Systems		
	1st Qtr	July	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
<b>Revenues</b>								
General Revenues								
Contributions					100.00%			
<b>Total General Revenues</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
Charges for Services								
Parking Ops - Meters	105,641	105,641	105,641	468,400	22.55%	105,641		105,641
Parking Ops - Events				1,600	-100.00%			
Parking Non Compliance	4,377	4,377	4,377	45,000	9.73%		4,377	4,377
<b>Total Charges for Services</b>	<b>110,018</b>	<b>110,018</b>	<b>110,018</b>	<b>515,000</b>	<b>21.36%</b>	<b>105,641</b>	<b>4,377</b>	<b>110,018</b>
Special Items								
Interest Revenue	1,261	1,261	1,261	14,000	-100.00%	1,261	0	1,261
<b>Total Special Revenues</b>	<b>1,261</b>	<b>1,261</b>	<b>1,261</b>	<b>14,000</b>	<b>-100.00%</b>	<b>1,261</b>	<b>0</b>	<b>1,261</b>
<b>TOTAL REVENUES</b>	<b>111,279</b>	<b>111,279</b>	<b>111,279</b>	<b>529,000</b>	<b>21.04%</b>	<b>106,902</b>	<b>4,377</b>	<b>111,279</b>
<b>Expenses</b>								
Personnel	7,481	7,481	7,481	113,482	6.59%	4,258	3,223	7,481
Contracts				267,495	0.00%			
Professional Services	486	486	486	40,110	1.21%	228	258	486
Insurance					100.00%			
Telephone	174	174	174	1,500	11.63%	87	87	174
Subscriptions, Publications, Dues	194	194	194	175	110.74%	97	97	194
License & Permits				200	0.00%			
Equipment Not Transferred				14,200				
Supplies				2,000	0.00%			
Repairs & Maintenance				4,700	0.00%			
Admin Fees	11,002	11,002	11,002	51,500	21.36%	10,564	438	11,002
Travel - Auto				200	0.00%			
Bank / CC Fees	2,500	2,500	2,500	20,000	12.50%	2,500		2,500
Misc Fees					#DIV/0!			
Depreciation					100.00%			
<b>TOTAL OPERATING EXPENSES</b>	<b>21,838</b>	<b>21,838</b>	<b>21,838</b>	<b>515,562</b>	<b>4.24%</b>	<b>17,735</b>	<b>4,103</b>	<b>21,838</b>
Capital Outlay								
Equipment over \$5000					100.00%			
Equipment under \$5000					100.00%			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Funding Sources - Revenues								
Revenues								
Capital (In) Out					100.00%			
Transfers (In) Out					100.00%			
<b>Total Other Financing Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Other Funding Sources</b>	<b>21,838</b>	<b>21,838</b>	<b>21,838</b>	<b>515,562</b>	<b>4%</b>	<b>17,735</b>	<b>4,103</b>	<b>21,838</b>
<b>Increase /(Decrease) to Fund Balance</b>	<b>89,441</b>	<b>89,441</b>	<b>89,441</b>	<b>13,438</b>	<b>665.58%</b>	<b>89,168</b>	<b>273</b>	<b>89,441</b>

Tahoe Transportation District  
 Governmental Funds Cash Flow  
 July 1, 2022 through June 30, 2023

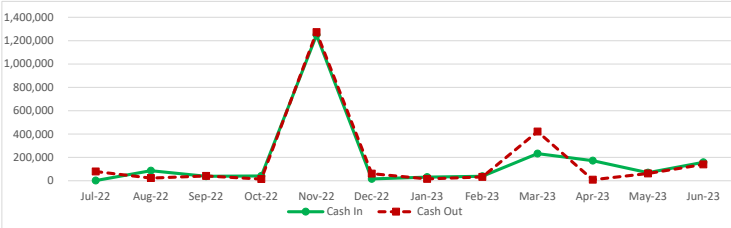
**GENERAL FUND**



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	
Feb-23	172,091	0	140,773	30,720	21	0		577	
Mar-23	186,732	16,495	126,457	30,255	28	12,500		996	
Apr-23	169,215	3,847	131,001	31,834	967	0		1,566	
May-23	185,533	11,885	123,743	31,499	4,847	12,500		1,060	
Jun-23	232,035	3,537	169,740	50,823	6,718	0		1,217	

Cash Out Source	Total	Match To					Vendor Payments	LOC	Net
		Net Payroll	PR Liabilities	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	
Feb-23	168,365	21,460	135,311.45	87.35	11,506.07			3,726	
Mar-23	166,061	18,258	136,319.13	16.93	11,466.79			20,671	
Apr-23	219,520	14,237	198,031.73	3,641.15	3,610.03			(50,305)	
May-23	163,787	12,383	132,243.01	36.12	19,124.99			21,747	
Jun-23	222,240	20,430	178,714.88	245.13	22,850.61			9,795	

**CIP FUND**



Cash In Source	Total	NDOT -						Contrib /Other	Match
		FTA	TRPA Prop 1B	Caltrans - US 50 & ZEB	STBG & INFRA	CalOES			
Jul-22	1,461	1,304	0	0	0	0	2	155	
Aug-22	85,417	50,990	2,880	18,661	12,760	0	10	116	
Sep-22	37,538	20,285	0	13,198	0	3,896	12	146	
Oct-22	40,458	30,540	1,063	5,772	2,963	0	13	108	
Nov-22	1,248,222	1,237,190	0	5,210	2,201	2,851	13	757	
Dec-22	16,041	5,877	0	8,676	0	0	36	1,453	
Jan-23	31,091	77	0	14,691	0	15,600	247	476	
Feb-23	38,805	0	0	12,511	25,353	0	220	721	
Mar-23	232,945	150,985	2,712	30,090	912	4,530	228	43,488	
Apr-23	172,106	96,541	15	0	34,282	5,901	10,311	25,055	
May-23	69,008	0	0	14,616	4,764	6,122	356	43,150	
Jun-23	157,770	865	0	73	155,879	0	334	619	

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
Feb-23	33,256	5,839	4,577	941	21,900	5,550
Mar-23	420,920	6,257	4,412	737	409,514	(187,975)
Apr-23	8,431	2,712	1,751	686	3,282	163,675
May-23	62,749	3,146	1,525	872	57,206	6,260
Jun-23	139,038	6,772	3,554	3,018	125,694	18,733

Grant Status Report		September 2023										
Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status	
1	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	Aug-23	No	Not awarded
2	FTA	4.7 - Transit Operations	FY21 - Section 5310	ADA Operations	\$ 63,357	25%	\$ 15,839	Transportation Development Credits	Yes	n/a	Yes	Awarded
3	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 - Grant agreement executed
4	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	Yes	Awarded
5	NDOT	4.7 - Transit Operations	NDOT FY 24-26 5311	Operations/ Preventative Maintenance	\$ 2,208,500	Admin 20%, Ops 40.62%	\$ 596,808	TDA	Yes - 04/2023	Sep-23	Yes	Awarded Year 1 of 2 - Pending grant agreement
6	NDOT	4.3 - Capital Equipment	NDOT FY 24-26 5339	Capital Vehicles and Equipment	\$ 2,886,600	15%	\$ 530,400	TDA	Yes - 04/2023	Sep-23	Yes	Awarded - Pending grant agreement
7	FTA	4.3 - Capital Equipment	FY2023 5339(b) Low No	Capital Vehicles and Equipment	\$ 3,400,000	15%	\$ 600,000	Transportation Development Credits	Yes - 04/2023	Jul-23	Yes	Awarded - pending grant agreement
8	TMPO	3.1 - SSCRCP	2023 Regional Grant Program-NV	US-50 - Revised Design Phase	\$ 2,975,962	5%	\$ 156,630	Toll credits/gas tax	Yes - 6/2023	Fall 2023	Yes	Awarded
9	TMPO	3.3 - NV Stateline to Stateline Bikeway	2023 Regional Grant Program-NV	NV Stateline to Stateline Bikeway-Crystal Bay to InclineVillage	\$ 1,139,932	5%	\$ 59,997	WC Local Funds	Yes - 6/2023	Fall 2023	Yes	Awarded - Transfer to Washoe County

MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Peter Kraatz, Civil Engineer; Joanie Schmitt, CFO

Subject: Acceptance of the Fiscal Year 2024 Work Program and Budget Amendment to Include the State Route 28 Nevada Stateline to Stateline Bikeway Project, Central Corridor Phase III, Sand Harbor to Thunderbird Cove and Related Funding Sources

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**Action Requested:**

It is requested the Board accept the fiscal year 2024 (FY24) Work Program adding the State Route 28 (SR28) Central Corridor Bikeway, Sand Harbor to Thunderbird Cove Project (Project), Work Element 3.3.3.B, along with the corresponding FY24 budget amendment.

**Fiscal Analysis:**

Project costs total \$3,374,996. Nevada Department of Transportation (NDOT) has programmed into their Statewide Transportation Improvement Program \$2,623,492 in Surface Transportation Block Grant (STBG) funds and \$95,426 in Highway Infrastructure Program (HIP) funds. The Tahoe Fund intends to contribute \$656,078 in local matching funds, contingent upon finalizing a written agreement with their Board later this year. All agreements are expected to be in place by December 31, 2023, and the project design is estimated to have a two-year timeline to completion.

The proposed FY24 budget amendment (Attachment A) for Sand Harbor to Thunderbird Cove project expenses and revenues total \$342,005.

**Background:**

The State Route 28 Nevada Stateline to Stateline Bikeway represents one of TTD's highest priority capital projects that plans to connect Incline Village to Spooner Summit with a multi-use trail and associated roadside, safety, parking and transit improvements. With the 2019 completion of the North Shore Demonstration Project (three miles of multi-use trail connecting Incline Village to Sand Harbor State Park), additional projects continue to proceed into planning and design in order to deliver additional segments of multi-use trail and associated roadside improvements. Ultimately, another eight miles of multi-use trail is planned to connect Sand Harbor to Spooner Summit along the lakeside of SR 28.

**Discussion:**

This budget amendment request addresses the allocation of funding for the design and permitting of 1.75 miles of multi-use trail connecting Sand Harbor south to Thunderbird Cove in Washoe County. TTD staff will work with their partner agencies, including NDOT, to develop a cooperative agreement which will allow TTD to procure environmental and engineering consultant services for designing this project and preparing it for construction. TTD staff anticipates design and permitting activities will be complete by the end of 2025. Future construction could commence in 2026, contingent upon acquiring the necessary funding.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Peter Kraatz at (530) 448-3583 or [pkraatz@tahoetransportation.org](mailto:pkraatz@tahoetransportation.org) or Joanie Schmitt at (775) 339-1252 or [jschmitt@tahoetransportation.org](mailto:jschmitt@tahoetransportation.org).

**Attachments:**

- A. FY24 Budget Amendment
- B. SR 28 Corridor Projects Map



Tahoe Transportation District  
 FY24 Budget Amendment  
 October 4, 2023

	INTO CIP Project SR28 Sand Harbor to Tbird Cove	From CIP Project US 50	From CIP Project Recreational Travel	General Fund Administrative Support
Personnel	31,412	(20,418)	(10,994)	
10% ICAP	3,273	(2,042)	(1,099)	(132)
Contracts	306,000			
Meeting Room Rentals	300			
Supplies	600			
Advertisement - Outreach	300			
Travel - Auto	120			
<b>FY24 Proposed CIP Budget Expense Changes</b>	<b>342,005</b>	<b>(22,460)</b>	<b>(12,093)</b>	<b>(132)</b>
NDOT - STBG Grant	234,248		(11,488)	
NDOT - HIP	95,426			
Caltrans - STBG Grant	0	(22,460)		
Contribution - Tahoe Fund	12,331		(605)	605
<b>FY24 Proposed CIP Budget Revenue Changes</b>	<b>342,005</b>	<b>(22,460)</b>	<b>(12,093)</b>	<b>605</b>
<b>Net Effect to Fund Increase /(Decrease)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>737</b>

# SR 28 CORRIDOR PROJECTS

\*Funding shown as of March 23, 2023. Funding and project segments are subject to change for grant applications and funding awards. August 2023



**North Tahoe Trail - Incline to Sand Harbor**  
Lead: NDOT, \$30M (completed)

HIDDEN BEACH

SAND HARBOR

CHIMNEY BEACH

SECRET COVE

SKUNK HARBOR

PREY MEADOWS

SPOONER SUMMIT

## ● SR 28 PRESERVATION, WATER QUALITY, & SAFETY (3R)

*Pavement overlay, water quality improvements, pullouts, new parking lot connections, and fiber conduit.*

Lead: Nevada Department of Transportation

Total Project Cost: \$20,000,000

Design: \$2,158,000 (fully funded)

Construction: \$17,842,000 (fully funded)

Design  
2024  
Const.  
2026

## ● SR 28 NORTH TRAILHEAD PARKING & WATER QUALITY

30+ parking spaces at East Shore Trail trailhead; 4-6 new

parking spaces at Rocky Point

Lead: Tahoe Transportation District

Total Project Cost: \$1,820,000 (fully funded)

Design: \$393,000

Construction: \$1,427,000

Design  
2023  
Const.  
2025

## ● SR 28 CENTRAL CORRIDOR - SAND HARBOR TO THUNDERBIRD COVE

*1.75 miles of East Shore Trail, intersection improvements, undercrossing at Sand Harbor main entrance, highway vista point improvements, and visitor amenities.*

Lead: Tahoe Transportation District

Total Project Cost: \$31,285,000

Design: \$4,720,000 (partially funded)

Construction: \$26,565,000 (unfunded)

**Unfunded Need: \$27,714,000**

Design  
2024  
Const.  
TBD

## ● SR 28 CENTRAL CORRIDOR - THUNDERBIRD COVE TO SECRET HARBOR

*250 parking spaces at Chimney Beach and Secret Harbor, 0.9 miles of East Shore Trail, bridge over Marlette Creek, transit stops, restrooms, and fiber optic/communications.*

Lead: Tahoe Transportation District

Total Project Cost: \$17,412,000

**Chimney Beach (130 parking spaces)**

-Design & Construction: \$2,400,000 (fully funded)

**Secret Harbor (120 parking spaces), trail, bridge,**

**no parking zone**

-Design: \$2,604,000 (fully funded)

-Construction: \$12,408,000 (unfunded)

**Unfunded Need: \$12,408,000**

Design  
2023  
Const.  
2023

## ● SR 28 SOUTH CORRIDOR

*5 miles of East Shore Trail and 40 parking spaces at Skunk Harbor.*

Lead: Tahoe Transportation District

Total Project Cost: \$46,656,000

Design: \$6,912,000 (unfunded)

Construction: \$39,744,000 (unfunded)

**Unfunded Need: \$46,656,000**

Design  
TBD  
Const.  
TBD

## ○ SR 28 SPOONER MOBILITY HUB/AIS STATION

*Transit mobility hub, 250 parking spaces, 0.5 miles of trail, and AIS inspection station.*

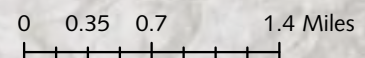
Lead: Nevada Department of Transportation

Total Project Cost: \$7,157,000

Design: \$987,000 (fully funded)

Construction: \$6,170,000 (fully funded)

Design  
2023  
Const.  
2025



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff –Jim Marino, Capital Program Manager; Joanie Schmitt, CFO

Subject: Acceptance of the Fiscal Year 2024 Work Program and Budget Amendment to Include the Spooner Mobility Hub Project and Related Funding Sources

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**Action Requested:**

It is requested the Board accept the fiscal year 2024 (FY24) Work Program adding the Spooner Mobility Hub Project (Project), Work Element 3.17.2, along with the corresponding FY24 budget amendment.

**Fiscal Analysis:**

Project design and permitting costs are projected to total \$245,762. The funding is from US Fish and Wildlife Service (USFWS) funds received through the Tahoe Regional Planning Agency (TRPA). is the design and permitting are expected to be completed by June 30, 2025.

The proposed FY24 budget amendment (Attachment A) for this portion of the Project's expenses and revenues total \$187,981.

**Background:**

TTD, in partnership with the TRPA, Nevada Department of Transportation (NDOT), United States Forest Service (USFS), and Douglas County are tasked with facilitating, coordinating, and delivering the planning and engineering for the vertical construction elements of the proposed Project.

The proposed Project includes design and construction of a park & ride transit mobility hub with approximately 250 parking spaces, restrooms, an Aquatic Invasive Species (AIS) inspection station, and a pedestrian crossing from Spooner State Park. In addition, the USFS seeks to relocate a recreational snow play area adjacent the Project site. The lead implementor for the Project is NDOT and the co-implementor for the Project is TTD. NDOT and TTD will each oversee the design of separate Project elements in parallel, and in coordination, with the Project partners.

**Discussion:**

As of the date of this report, NDOT has retained Wood Rodgers for design of the civil components of the project. To align parallel design services, TTD will enter into agreement with TRPA as a sub-recipient of USFWS funds for TTD's project responsibilities, including those of consultant services contracted by TTD for the tasks and scope required.

TTD will generally be responsible for overall project facilitation, stakeholder/partner coordination and design development of the above ground elements of the project, including but not limited to coordination with NDOT civil design and coordination with USFS design standards for facilities, including possible snow play area; design of structures, such as the transit hub/shelters, restrooms, AIS facility, lighting, parking management infrastructure; and technical specifications for all elements under TTD's scope.

TTD will also be responsible for the development of a long-term use permit for the site from the USFS, as well as facilitating an agreement with all partners for Operations and Maintenance (O&M) responsibilities post construction.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Jim Marino at (530) 589-5512 or [jmarino@tahoetransportation.org](mailto:jmarino@tahoetransportation.org) or Joanie Schmitt at (775) 339-1252 or [jschmitt@tahoetransportation.org](mailto:jschmitt@tahoetransportation.org).

**Attachment:**

A. FY24 Budget Amendment

Tahoe Transportation District  
 FY24 Budget Amendment  
 October 4, 2023

	<b>INTO CIP Project Spooner Mobility Hub</b>	<b>From CIP Project US 50</b>	<b>From CIP Project Chimney</b>	<b>PS Systems</b>	<b>General Fund Administrative Support</b>
Personnel	67,255	(15,000)	(15,000)	(37,255)	0
10% ICAP	6,726	(1,500)	(1,500)		(3,726)
Contracts	85,500				
Permits	28,500				
<b>FY24 Proposed CIP Budget Expense Changes</b>	<b>187,981</b>	<b>(16,500)</b>	<b>(16,500)</b>	<b>(37,255)</b>	<b>(3,726)</b>
Fish & Wildlife Service Funds	187,981				
NDOT - STBG Grant			(15,675)		
NDOT - TTAP Grant					
Caltrans - STBG Grant		(16,500)			
FTA 5307/5311					
Washoe Cty - Match					
Tahoe Fund - Match			(825)		
<b>FY24 Proposed CIP Budget Revenue Changes</b>	<b>187,981</b>	<b>(16,500)</b>	<b>(16,500)</b>	<b>0</b>	<b>0</b>
<b>Net Effect to Fund Increase /(Decrease)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,255</b>	<b>3,726</b>



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Peter Kraatz, Capital Program Engineer

Subject: Award a Contract and Authorize the District Manager to Finalize and Execute an Agreement with Wood Rodgers, Inc. for Environmental and Engineering Services for the State Route 28 North Parking, Sidewalk, and Water Quality Improvements Project in an Amount Not to Exceed \$125,975 for Initial Contract Tasks

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**Action Requested:**

It is requested the Board award a contract and authorize the District Manager or designee to finalize and execute an agreement with Wood Rodgers, Inc. for Environmental and Engineering Services for the State Route 28 North Parking, Sidewalk, and Water Quality Improvements Project in an amount not to exceed \$125,975 for initial contract tasks and bring subsequent tasks back before the Board for approval, contingent upon future available funding.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY24 budget, with \$362,415 from the Tahoe Metropolitan Planning Organization's (TMPO) Nevada Transportation Alternatives Program (TAP) and \$30,000 in local match from Washoe County. The total project budget is \$392,415.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY24 Work Program and will be included in the FY25 work program, with corresponding allotted staff time.

**Background:**

The State Route 28 Nevada Stateline to Stateline Bikeway represents one of TTD's highest priority capital projects that plans to connect Incline Village to Spooner Summit with a multi-use trail and associated roadside, safety, parking, and transit improvements. With the 2019 completion of the North Shore Demonstration Project (three miles of multi-use trail connecting Incline Village to Sand Harbor State Park), a 90-space paid parking facility, and public transit stop was also built at the Tahoe East Shore trailhead in Incline Village. This parking facility is well used as the trail is very popular. Additional parking at the trailhead was originally planned as part of the North Shore Demonstration Project, but was not completed at that time due to funding constraints. TTD has now acquired new funding to expand the Tahoe East Shore trailhead parking, with an estimated 40 additional spaces. The actual number of spaces to be built will be determined as part of designing the State Route 28 North Parking, Sidewalk, and

Water Quality Improvements Project. The additional parking spaces are planned to be located within the Nevada Department of Transportation's (NDOT) right-of-way (ROW) adjacent to SR 28, along with sidewalk or path connections to the trailhead and water quality improvements. Once the additional spaces are constructed, and as part of improving public safety in the area, a no parking zone for non-formalized parking will be extended from Country Club Drive to Sweetwater Road along SR 28.

**Discussion:**

Staff released a Request for Proposals on June 2, 2023 for Environmental and Engineering Services for the State Route 28 North Parking, Sidewalk, and Water Quality Improvements Project. Two qualifying proposals were received, one from Eastern Sierra Engineering, PC (ESE) and from Wood Rodgers, Inc. TTD staff reviewed the proposals pursuant to applicable requirements of the NDOT's Local Public Agency Manual and selected a consultant based on the team's responsiveness, project understanding, response to the scope of work, and experience.

Wood Rodgers, Inc. was determined to be the most technically qualified of the two proposers based on their understanding of the Lake Tahoe environment, project design experience in the region, and TTD's capital project goals. Staff issued a Notice of Intent to Award to Wood Rodgers, Inc. on August 1, 2023. Wood Rodgers is prepared to begin work immediately and estimates a twelve-month schedule.

Wood Rodgers, Inc.'s proposal divided the project scope into seven work tasks. The initial work tasks include assessment and refinement of project assumptions, as well as environmental and project permitting activities. As a result, and due to the current amount of funding secured for this project, only a portion of the project scope (Tasks 1 and 2) totaling \$92,475 is proposed for award under this Agreement. Following the completion of Tasks 1 and 2, TTD staff will determine the award of additional work tasks, based on available funding and bring an amended agreement to the Board for approval.

The initial tasks are critical work to determining any changes to the planned project and, consequently, the costs of future tasks not considered under this proposed action. The initial tasks consist of determining project permit needs, right-of-way needs, environmental analysis and document approval, initial design (30%), initial construction estimate, and a benefit cost analysis that will dictate the location and number of parking spaces to ultimately be built. Staff anticipates that the work will provide the information necessary to reexamine and adjust the proposed scope of remaining work to fit within existing revenues.

The scope, pricing and schedule are acceptable and staff recommends approval to award the contract to Wood Rodgers, Inc., subject to any TTD legal or NDOT changes to align concurrence.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Peter Kraatz at (775) 589-5310 or [pkraatz@tahoetransportation.org](mailto:pkraatz@tahoetransportation.org).

**Attachment:**

- A. Draft Contract with Wood Rodgers, Inc.



Agreement Number **XXX-XX-XXX**

## SERVICE AGREEMENT

This Agreement, made and entered into on **October \_\_, 2023**, by and between the Tahoe Transportation District (hereinafter "TTD") and **Wood Rodgers, Inc., 1361 Corporate Blvd., Reno, NV 89502** (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

## WITNESSETH:

WHEREAS, NRS Chapter 332 authorizes local governments to contract for the services of independent contractors; and

WHEREAS, TTD has determined that a provision of services is required for the SR 28 North Parking, Sidewalk, and Water Quality Improvements Project, and such project is necessary for the design and permitting of SR 28 corridor improvements, along the east shore of Lake Tahoe in Washoe County, Nevada (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of great benefit to TTD and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

## ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to the following scope.

The required project scope shall include both environmental analysis and engineering services. Environmental analysis services shall include review of existing environmental documentation for the project and to determine what additional analysis and documentation are needed to obtain NEPA and TRPA environmental approvals. Engineering services shall include, but may not be necessarily limited to: recommendations for project delivery, utility relocation analysis, tracking budgets, preparing cost estimates and risk management. Providing construction cost/cost of work, monitoring schedules, ROW determination, overseeing quality of all aspects of the project; communication with the project team; coordinating with all other applicable consultants.

The project engineering will be completed in three phases and only Phase 1 is approved under this Agreement which corresponds with Work Items 1 and 2 of the attached cost estimate (Attachment E). Phase 1 will include the preliminary engineering up to 30 percent design completion, along with environmental analysis and documentation to obtain applicable project level NEPA and TRPA approvals along with a preliminary cost estimate, and a cost benefit analysis to determine the number and location of parking spaces. Criteria for the cost benefit analysis will be determined through consultation with TTD staff.

Phase 2 will include the preliminary engineering up to 60 percent design completion, including but not limited to:

- Plan view of proposed site grading and drainage improvements and identification of all major road components, including curb, gutter, sidewalks, parking areas, buildings and structures.

- Utility plan sheets identifying proposed improvements with existing utilities clearly identified in locations where conflicts could exist.
- Roadway and drainage structure plan and profile sheets with appropriate horizontal and vertical design information.
- Necessary hydrogeology, geotechnical and land surveys for supporting design.
- Right-of-way (ROW) boundaries and property owner identification in and around project site.
- Identification of any project improvements located on private property. The project assumes all improvements will be located on local (Washoe County) or state lands (NDOT or Nevada State Parks).
- Determination of all necessary Right-of-Way acquisition based on preliminary project design.
- Securing all necessary rights-of-entry for private property.
- Ensure design meet NDOT requirements, expectations, and standards.
- Develop landscape plans, irrigation plans, and vegetative maintenance plans consistent with relevant policies and ordinances.
- Ensure design meet current standards in addressing multi-modal functionality.
- Update project costs, prepare a finance plan as needed and provide any information necessary for securing additional funds.
- Assist in coordination, communication and, if necessary, preparation of inter-local agreements with stakeholders.
- Participate in the partnering process with project stakeholders.
- Development of construction sequence plan.
- Preparation of signage and wayfinding plan.
- Parking management design including infrastructure to emulate and connect to the existing parking system at Tunnel Creek.

Phase 2 work is subject to available funding and will only be authorized under a future amendment to this Agreement requiring TTD Board approval.

Phase 3 will encompass all final project design and construction drawings, project quantities, project specifications, and detailed construction cost estimate. The selected firm will work alongside TTD to deliver the necessary project engineering products along with determination of ROW survey and easement products required by local and state agencies where the project improvements will be built. Phase 3 work is subject to available funding and will only be authorized under a future amendment to this Agreement requiring TTD Board approval.

2. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Agreement except as specifically provided otherwise herein.

3. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Proposal dated June 2, 2023, which is incorporated into this Agreement by reference.

## ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including **December 31, 2025**, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement.

2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may

be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of TTD's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then TTD shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogates, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, TTD, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto, prior to such expiration date.

4. TTD, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of TTD's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II - Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with work until the SERVICE PROVIDER receives a written "Notice to Proceed" from TTD. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by TTD or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to receipt of the Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against TTD, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event TTD discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, TTD shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. TTD's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources, or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by TTD will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for

additional costs in subsequent related construction resulting from its errors or omissions. Should TTD use its own personnel, supplies, or equipment to remedy the deficiency, all such costs incurred by TTD shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by TTD exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse TTD the amount of said excess.

9. The SERVICE PROVIDER shall assign one (1) individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement. This individual shall be registered in accordance with NRS Chapter 625, Professional Engineers and Land Surveyors. This individual shall ensure that each sheet of the final submittal, including the title sheet, is stamped (electronic or wet stamp acceptable), signed and dated (original signature and date required) in accordance with NRS Chapter 625 and Nevada Administrative Code (NAC), Chapter 625.

10. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience, and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants, and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify TTD in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) calendar days to and for TTD's review and written consent.

b. TTD shall have the unilateral right to terminate this Agreement:

1. If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation, or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries, and parent companies/organizations);

2. If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

3. If TTD does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by TTD, and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to TTD within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

11. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

12. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by professional engineers performing the same or similar services at the time said services are performed.

13. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by TTD upon oral notice confirmed in writing within ten (10) calendar days, when TTD determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by TTD to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of TTD. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

14. An alteration ordered by TTD which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

15. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of TTD. The SERVICE PROVIDER will, subsequent to obtaining written approval from TTD, provide TTD with a copy of the contract or agreement for professional services. The SERVICE PROVIDER, shall require its subcontractors to comply with all provisions of 48 CFR Chapter 1, Part 31, and, if the subcontract agreement exceeds One Hundred Thousand and No/00 Dollars (\$100,000.00), the subcontract agreement shall also comply with Paragraph 16 of this Article. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31. Any attempted assignment of rights or delegation of duties under this Agreement without the prior written consent of TTD, shall be void.

16. The SERVICE PROVIDER agrees to complete and sign Attachment A - "AFFIDAVIT REQUIRED UNDER SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT," Attachment B - "CERTIFICATION REQUIRED BY SECTION 1352 of TITLE 31, UNITED STATES CODE, RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS," and "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," attached hereto and incorporated herein.

17. The SERVICE PROVIDER acknowledges that the Nevada Department of Transportation has established a Disadvantaged Business Enterprise (DBE) participation requirement of **3.5 percent (3.5%)** of the total dollar value of the Agreement costs. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 USC § 632 or by 49 CFR Subtitle A, Part 26.

18. The SERVICE PROVIDER shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the SERVICE PROVIDER 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 the contracting agency deems appropriate.

19. Failure by the Service Provider to fulfill the DBE Agreement requirements and to demonstrate good faith efforts, either in the SERVICE PROVIDER's proposal or during the performance period, constitutes a breach of this Agreement. In event of such a breach, TTD may:

- a. Withhold progress payments or a portion thereof;
- b. Deduct, as damages, an amount equal to the unmet portion of the DBE commitment not achieved. This amount will be determined by multiplying the percentage of DBE participation proposed by the total cost set forth in the agreement and then multiplying the actual percentage of DBE participation used during the agreement by the total cost set forth in the agreement. In the event the actual percentage of DBE participation is less than the proposed percentage of DBE participation, the difference in these two figures shall be the amount of damages due to TTD;
- c. Remove the SERVICE PROVIDER from the prequalified list for repeated violations, falsifications, or misrepresentations; and/or
- d. Terminate the Agreement.

20. This Agreement is contingent upon the verification that the SERVICE PROVIDER has a valid and active Nevada Business License, and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign business entity equivalent in Nevada, in active status and in good standing.

### ARTICLE III - TERMINATION

1. TTD may terminate this Agreement without cause with 10 days' written notice to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services, which have been completed and accepted by TTD up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by TTD. TTD may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason TTD's funding from TTD, state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If TTD materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by TTD that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of TTD with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such agreement; or

f. If the SERVICE PROVIDER knowingly bills TTD for unallowable costs or non bona fide goods or services, or for goods and services not provided.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by TTD, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall be liable and shall pay to TTD the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by the SERVICE PROVIDER, and all items of professional services have been approved and accepted by TTD, and final payment is made.

#### ARTICLE IV - COST

##### **SPECIFIC RATES OF COMPENSATION**

1. The "specific rates of compensation" method of compensation shall be used for the SERVICE PROVIDER's services. Items of work (referred to herein as tasks and subtasks) and corresponding costs are described in the attached cost schedule (Attachment E). Due to a number of project assumptions to be assessed and how they affect the corresponding cost of subsequent tasks, only Work Items 1 and 2 in the attached cost schedule totaling \$125,975 are awarded under this Agreement. Additional work items (3 through 7) described in the attached cost schedule will only be awarded under amendment(s) to the Agreement with refined costs as necessary (as compared to attached cost schedule) based on project assumptions to be assessed under Tasks 1 and 2 and future available funding.

2. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of **One Hundred, Twenty-Five Thousand, Nine Hundred, Seventy Five and 00/100 Dollars (\$125,975.00)**, which includes the rate.

3. The rate will be reimbursed at a total not to exceed **One Hundred, Twenty-Five Thousand, Nine Hundred, Seventy Five and 00/100 Dollars (\$125,975.00)** per Tasks and

Subtasks 1 and 2 of the attached cost schedule and shall include direct salary costs, indirect costs, other direct costs, and fixed fee. Additional tasks (3 through 7) will be approved under subsequent agreement amendment(s) based on available funding and agreement between the Parties on not to exceed task costs.

4. TTD will pay the SERVICE PROVIDER in monthly installments based upon progress and final payment reports submitted by the SERVICE PROVIDER and as approved by TTD.
5. The SERVICE PROVIDER is required to submit a monthly progress report in TTD's format showing the status of the professional services and the degree of completion thereof.
6. The SERVICE PROVIDER agrees to complete and sign Attachment C - Service Provider Cost Certification of Final Indirect Costs, attached hereto and incorporated herein.
7. The SERVICE PROVIDER cost billing, reimbursement, and audit, will be accomplished in accordance with the Federal Cost Principles set forth in 2 CFR Part 200.
8. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) GSA lodging, meals and incidental expense, and mileage reimbursement rates. The SERVICE PROVIDER shall provide travel receipts.
9. When requested by TTD, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." TTD is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

#### ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one (1) copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using TTD's format. TTD will utilize its normal accounting procedure in the payment of the invoices submitted.
2. TTD reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services TTD determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession, or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, TTD will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.
3. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to TTD prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of TTD. Failure to notify TTD prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

4. Payment of invoices shall be as follows:



a. TTD will use its best efforts to cause the SERVICE PROVIDER to be paid within thirty (30) days of receipt of SERVICE PROVIDER'S correct and undisputed invoice.

b. TTD shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by TTD or is approved by both Parties for payment.

5. SERVICE PROVIDER 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 SERVICE PROVIDER'S receipt of payment for that work from TTD. In addition, the SERVICE PROVIDER may not hold retainage from its subcontractors.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

#### ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and TTD policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER'S responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. TTD may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 332.300 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for TTD whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of TTD.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and TTD shall have no obligation with respect to:

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of TTD;
- d. Participation or contributions by either the SERVICE PROVIDER or TTD to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or

f. Unemployment compensation coverage provided by TTD.

4. The SERVICE PROVIDER shall indemnify and hold TTD harmless from, and defend TTD against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave, or coverage.

5. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of TTD's personnel without the prior written consent of TTD.

6. The SERVICE PROVIDER agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Attachment D "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by TTD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager. SERVICE PROVIDER agrees to provide District with copies of required policies.

7. TTD has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to TTD.

8. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers, and consistency. The deliverables shall be reviewed by TTD for conformity with TTD's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by TTD does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and TTD's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

9. The SERVICE PROVIDER shall appear as a consultant and if necessary as an expert witness on behalf of TTD in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

10. Upon completion, termination or cancellation of the services embraced under this Agreement, all professional services inclusive of research, investigation, and analysis data, reports (including files stored on mobile media), computations, tabulations, original drawings, and design files (including CAD information stored on mobile media), correspondence input from external sources (including subcontractors), etc., shall be delivered to and become the property of TTD, without limitation. Reuse of said materials, information or data, during performance or following termination of this Agreement, on any other project or for any other purpose except as provided for herein, shall be at TTD's discretion and TTD's sole decision. The SERVICE PROVIDER shall not utilize any materials, information, or data obtained as a result of performing the services called for in this Agreement in any commercial or academic publication or presentation without the express written permission of TTD. The SERVICE PROVIDER shall not reference an opinion of an employee or agent of TTD obtained as a result of performing the services called for in this Agreement, in any publication or presentation, without the written permission of the employee or agent to whom the opinion is attributed, in addition to the written permission of TTD.

11. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings, or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of TTD. The SERVICE PROVIDER shall remit all such documents to TTD upon completion, termination, or cancellation of this Agreement or upon written request of TTD. The SERVICE PROVIDER shall not use, willingly allow, or cause to have such documents used for any purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of TTD.

12. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to TTD to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

13. The SERVICE PROVIDER warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that the SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TTD shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by TTD. It is the intent of TTD to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

15. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5. of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap, or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by TTD, the Nevada Department of Transportation (NDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to TTD, the NDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, TTD shall impose such Agreement sanctions as it the NDOT or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by TTD, the NDOT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as TTD, the NDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request TTD to enter into such litigation to protect the interests of TTD and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

16. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;

e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

f. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

17. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees, and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SERVICE PROVIDER is subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 U.S.C. 3729-3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973,

as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition, including AIDS and AIDS-related conditions

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of TTD, NDOT and FHWA, and the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

19. To the fullest extent permitted by law, the SERVICE PROVIDER shall be liable to TTD, and its employees, officers, and agents of TTD for any liabilities, damages, losses, claims, actions, or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless, or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

20. The SERVICE PROVIDER shall use its own vehicles and TTD is not responsible for the payment of any premiums, deductible, or assessments on any insurance policies purchased by the SERVICE PROVIDER.

21. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry.

22. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals, or any other occurrence that alters this Agreement in any way, the SERVICE PROVIDER shall notify TTD of such intent at least seven (7) calendar days prior to making said change.

23. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR TTD:

**NAME**  
**MAILING ADDRESS, CITY, STATE, ZIP CODE**  
**PHYSICAL ADDRESS, CITY, STATE, ZIP CODE**  
**Phone:**  
**Fax:**  
**E-mail:**

FOR SERVICE PROVIDER:

**NAME**  
**FIRM**  
**MAILING ADDRESS, CITY, STATE, ZIP CODE**  
**PHYSICAL ADDRESS, CITY, STATE, ZIP CODE**  
**Phone:**

**Fax:**  
**E-mail:**

24. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

25. As used herein, the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

26. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

27. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed, or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

28. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. TTD will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

29. The SERVICE PROVIDER shall provide a minimum of thirty percent (30%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of TTD. The SERVICE PROVIDER shall, prior to obtaining written approval from TTD, provide TTD with a copy of the subcontract or sub-agreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of TTD, shall be void.

30. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

31. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

32. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

33. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

34. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and the Attorney General.

35. At the end of the term of this Agreement described in Article II – Performance, Paragraph 1, the SERVICE PROVIDER will be evaluated and that evaluation may be used for evaluation of future procurements.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and TTD have caused their names to be signed hereon on the date first above written.

**SERVICE PROVIDER:**

**TTD**

\_\_\_\_\_

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Name and Title (Print)

Approved as to Legality and Form:

\_\_\_\_\_

General Counsel



**Attachment A**  
**AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)**  
**AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT**

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form) \_\_\_\_\_ (title).  
being duly sworn do depose and say: That \_\_\_\_\_ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the {Agency Name} will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
*Notary Public, Judge or other*

**Attachment B**

**CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE  
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name (please type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
 0348-0046

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____  date of last report _____
<b>4. Name and Address of Reporting Entity:</b> ___ Prime ___ Subawardee Tier _____, <i>if known</i>  <b>Congressional District, if known :</b>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known :</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> :	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI) :</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a )</i> <i>(last name, first name, MI) :</i>  <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <b>actual</b> ___ <b>planned</b>	<b>13. Type of Payment (circle all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
<b>12. Form of Payment (Circle all that apply) :</b> a. cash b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>  <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
<b>15. Continuation Sheet(s) SF-LLLA attached: ___ Yes ___ No</b>		
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment C  
Service Providers Cost  
Certification of Final Indirect Costs**

This is to certify that I have reviewed this Proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this Proposal (**RFP No. 2023-01**) to establish final indirect cost rates for **October \_\_, 2023 through December 31, 2025** are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and 2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm Name: \_\_\_\_\_

Signature of Certifying Official\*: \_\_\_\_\_

Name of Certifying Official\*: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

\*Certifying Official shall be an individual executive or financial officer of the Service Provider's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.

## ATTACHMENT D INSURANCE

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

**Only the following “marked” requirements are applicable:**

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

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

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

**X** **Professional Liability Insurance:** Professional liability insurance appropriate to the SERVICE PROVIDER's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of SERVICE PROVIDER's services or the termination of this Agreement. During this additional three (3) year period, SERVICE PROVIDER shall annually and upon request of TTD submit written evidence of this continuous coverage.

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT E**  
 TTD RFP 2023-001  
 SR 28 North Parking, Sidewalk, and Water Quality Improvements  
 Wood Rodgers Cost Proposal Phase 1

ITEMS OF WORK	WOOD RODGERS PRIME CONTRACTOR STAFFING												SUBCONSULTANTS - IF APPLICABLE							TOTAL SUBCONSULTANT COST	TOTAL AGREEMENT COST	
	Principal Planner/Engineer II	Principal Planner/Engineer/Surveyor I	Senior Planner/Engineer/Surveyor II	Senior Planner/Engineer/Surveyor I	Project Planner/Engineer/GIS/Surveyor II	Project Planner/Engineer/Surveyor I	Planner/Engineer/Surveyor II	Planner/Engineer/GIS/Surveyor I	Senior CAD Tech/II Graphic Designer	Project Coordinator	2 Person Survey Crew	TOTAL PRIME COST	Reno Biological Services	Great Basin Consulting	PK Electric (DBE)	NJT Consulting (DBE)	Smith & Jones	Geotechnical Drilling Services	Other State Bar/contract (traffic control daily rate)			
	LABOR RATE	\$ 260.00	\$ 245.00	\$ 230.00	\$ 215.00	\$ 200.00	\$ 190.00	\$ 175.00	\$ 165.00	\$ 165.00	\$ 135.00	\$ 230.00										
ITEM OF WORK DESCRIPTION																						
<b>1 Project Management and Initial Outreach</b>													<b>\$ 27,720.00</b>								<b>\$ 17,500.00</b>	<b>\$ 45,220.00</b>
1.1 Project Management and Coordination	2		20	10	8						6	\$ 10,250.00								\$ -	\$ 10,250.00	
1.2 Project Development Team (PDT) Meetings (30% Design)			12	8			4					\$ 5,540.00								\$ -	\$ 5,540.00	
1.3 Community and Stakeholder Outreach (30% Design)			16									\$ 3,920.00				\$ 2,000	\$ 4,500			\$ 6,500.00	\$ 10,420.00	
1.4 Public Review Workshop			10	8						16	8	\$ 8,010.00				\$ 10,000	\$ 1,000			\$ 11,000.00	\$ 19,010.00	
<b>2 Phase 1 - 30% Design and Environmental Analysis</b>													<b>\$ 59,580.00</b>								<b>\$ 16,000.00</b>	<b>\$ 75,580.00</b>
2.1 Prepare 30% Plans and Cost Estimate	2	8	16		8	12	40	16	40			\$ 26,280.00								\$ -	\$ 26,280.00	
2.2 Prepare Environmental Analysis (TRPA/NEPA)				80		25					60	\$ 33,300.00	\$ 5,500	\$ 10,500						\$ 16,000.00	\$ 49,300.00	
<b>3 Phase 2 - Prepare 60% Plans, Specification and Cost Estimate</b>													<b>TBD</b>								<b>TBD</b>	<b>TBD</b>
3.1 Field Survey													\$ -								\$ -	\$ -
3.2 Final Base Map													\$ -								\$ -	\$ -
3.3 60% Design and Cost Estimate	Hours and Budget To Be Determined Upon Completion of 30% Design and Environmental Review												\$ -								\$ -	\$ -
3.4 Geotechnical Investigation													\$ -								\$ -	\$ -
3.5 Soils/Hydrology Report													\$ -								\$ -	\$ -
3.6 Drainage Report and 100-Year Floodplain Analysis													\$ -								\$ -	\$ -
<b>4 Phase 3 - Prepare 90% Plans, Specifications and Cost Estimate, Final Documents</b>													<b>TBD</b>								<b>TBD</b>	<b>TBD</b>
4.1 Prepare 90% Plans, Specifications and Cost Estimate													\$ -								\$ -	\$ -
4.2 Legal Descriptions (assumed a total of 6 descriptions)	Hours and Budget To Be Determined Upon Completion of 60% Design												\$ -								\$ -	\$ -
4.3 Final Plan Set and Contract Documents													\$ -								\$ -	\$ -
<b>5 Final Agency Permits</b>													<b>TBD</b>								<b>TBD</b>	<b>TBD</b>
5.1 Tahoe Regional Planning Agency													\$ -								\$ -	\$ -
5.2 Nevada Department of Environmental Protection SWPPP													\$ -								\$ -	\$ -
5.3 NDOT Encroachment Permit	Hours and Budget To Be Determined Upon Completion of 60% Design												\$ -								\$ -	\$ -
5.4 Washoe County Site Improvement Permit													\$ -								\$ -	\$ -
5.5 State of Nevada Division of State Lands SUP													\$ -								\$ -	\$ -
<b>6 Advertise and Bid Stage, EOR</b>													<b>TBD</b>								<b>TBD</b>	<b>TBD</b>
6.1 Bidding Assistance													\$ -								\$ -	\$ -
6.2 Engineer of Record and Construction Support													\$ -								\$ -	\$ -
<b>7 Public and Stakeholder Engagement</b>													<b>TBD</b>								<b>TBD</b>	<b>TBD</b>
7.1 Future Project Development Team (PDT) Meetings	Hours and Budget To Be Determined Upon Completion of 30% Design and Environmental Review												\$ -								\$ -	\$ -
7.2 Future Community and Stakeholder Outreach													\$ -								\$ -	\$ -
7.3 Future Construction Outreach Campaign (Optional)	Hours and Budget To Be Determined Upon Completion of 90% Design												TBD								TBD	TBD
<b>SUB-TOTAL HOURS PHASE 1</b>	<b>4</b>	<b>66</b>	<b>122</b>	<b>8</b>	<b>33</b>	<b>16</b>	<b>40</b>	<b>76</b>	<b>56</b>	<b>14</b>	<b>0</b>	<b>\$ 87,300.00</b>								<b>\$ 33,500.00</b>	<b>\$ 120,800.00</b>	
<b>DIRECT COSTS</b>																						
Travel													\$ 500.00									
Reimbursables, Printing, Meeting Materials													\$ 3,000.00									
<b>PRIME LABOR COST</b>	<b>\$ 1,040.00</b>	<b>\$ 16,170.00</b>	<b>\$ 28,060.00</b>	<b>\$ 1,720.00</b>	<b>\$ 6,600.00</b>	<b>\$ 3,040.00</b>	<b>\$ 7,000.00</b>	<b>\$ 12,540.00</b>	<b>\$ 9,240.00</b>	<b>\$ 1,890.00</b>	<b>\$ -</b>	<b>\$ 87,300.00</b>										
<b>TOTAL PRIME COST BEFORE MARK UP</b>																						
<b>SUBCONSULTANT MARK UP</b>																						
<b>TOTAL</b>																						
<b>TOTAL NOT-TO-EXCEED COST PHASE 1</b>													<b>\$ 92,475.00</b>	<b>\$ 5,500</b>	<b>\$ 10,500</b>	<b>\$ 0</b>	<b>\$ 12,000</b>	<b>\$ 5,500</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 125,975.00</b>	

NOTE 1: Task fees for tasks 3 - 7 will be negotiated as design progresses and based on project requirements determined through 30% design and environmental review (Current Tasks 1 and 2).

9/27/2023



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – George Fink, Transportation Services Director

Subject: Authorize the District Manager to Finalize and Execute a Two-Year Agreement with Stantec Consulting, Inc. to Prepare a Zero Emission Fleet Conversion Plan in an Amount Not to Exceed \$189,857

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**Action Requested:**

It is requested the Board authorize the District Manager to finalize and execute a two-year agreement with Stantec Consulting, Inc. to prepare a Zero Emission Fleet Conversion Plan (Plan) in an amount not to exceed \$189,857.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY24 budget, with \$309,500 from California's State Highway Account (SHA) grant funds and \$40,099 in local match from the Transportation Development Act (TDA) allocations – a match of 11.47%. The total project budget is \$349,599.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY24 Work Program and will be included in the FY25 work program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3 - Increase the connectivity and reliability of a regional multi-modal transit system around the Basin.

**Background:**

In December 2022, the Board directed Staff to achieve a zero-emission bus (ZEB) fleet by 2040. TTD released a Request for Proposals (RFP) on July 17, 2023 seeking assistance to develop a Plan to meet this challenge. The RFP included an extensive scope of work that analyzes the planning, scheduling and dispatching bus routes, operations and fleet maintenance, fleet size, funding ZEB procurements, staffing and training personnel, infrastructure needs, fuel/charging cost, regulatory compliance, and maintenance and management. The Plan will provide TTD with the tools it needs to transition to a zero-emission fleet by 2040. The Plan will also encourage increased use of the non-motorized transportation systems by providing a safe, convenient, efficient, and easily accessible transit service for all users, that supports bicyclists, pedestrians, mobility hubs, and park & ride users. There will be extensive public and stakeholder engagement and collaboration as well.

The final Plan will be a road map to full zero emission technology adoption incorporating the entire lifecycle of the vehicles and supporting infrastructure.

**Discussion:**

Staff received five qualifying proposals from Center for Transportation and the Environment-NV5-Nelson\Nygaard, Energetics, Frontier Energy, Inc., HDR Engineering, Inc., and Stantec Consulting Services, Inc. TTD staff reviewed the proposals per the grant agreement following Caltrans' Local Assistance Procedure Manual for the Procurement of Non-A&E Consultant Contracts and selected a consultant based on the team's responsiveness, project understanding, response to the scope of work, references, and price.

Stantec Consulting Services, Inc. stood out for their unparalleled understanding of the Lake Tahoe environment, current transit planning efforts in the region, prior planning efforts, and TTD operational knowledge. Staff issued a Notice of Intent to Award to Stantec Consulting Services, Inc. on August 30, 2023. The Program Implementation Committee recommended the contract award to Stantec Consulting Services, Inc. at their September 6, 2023 meeting. Stantec is ready to begin immediately and estimates a twelve-month schedule with completion of the plan in September 2024.

The scope, pricing, and schedule are acceptable, and staff recommends approval to award the contract to Stantec.

**Additional Information:**

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

**Attachment:**

- A. Draft Contract with Stantec

**AGREEMENT FOR GOODS AND SERVICES  
BETWEEN  
TAHOE TRANSPORTATION DISTRICT  
AND  
STANTEC CONSULTING SERVICES, INC.**

This Agreement for Services ("Agreement") is entered into as of this \_\_\_\_ day of October 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and Stantec Consulting Service, Inc. ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**RECITALS**

- A. District has sought, by request for proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the District to perform those services.
- C. District has authority to enter into this Agreement and the District's District Manager has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for eighteen (18) months from date of execution.

## **SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

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

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

## **SECTION 3. ADDITIONAL SERVICES.**

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

## **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eighty-Nine Thousand, Eight Hundred and Fifty Seven dollars (\$189,857.00), unless additional compensation is approved in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

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

## **SECTION 5. PROGRESS REPORTS.**

(a) Consultant shall submit progress reports to District with every invoice.

(b) Progress reports shall be sufficiently detailed for District to determine if Consultant is performing to expectations and is on schedule. Progress reports will communicate interim findings and afford occasions for airing difficulties or special circumstances encountered so that solutions can be developed. Progress reports shall include the total number of hours worked by Consultant and any subconsultants and shall include descriptions of the Services performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

(c) Separate progress reports shall be provided for each invoice. District's review of progress reports will ensure that Consultant's work meets a level of acceptability.

## **SECTION 6. INSPECTION AND FINAL ACCEPTANCE.**

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

## **SECTION 7. OWNERSHIP OF DOCUMENTS.**

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

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

## **SECTION 8. COST PRINCIPLES**

Contractor agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project costs and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall also comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

## **SECTION 9. RETENTION OF RECORDS/AUDITS.**

(a) All accounting records and other supporting papers of Contractor shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished Contractor upon receipt of any request made by Caltrans or its agents.

(b) For the purpose of determining compliance with applicable State law in connection with the performance of District agreements with third parties pursuant to Government Code Section 8546.7, District, Contractor, and Caltrans, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions.

(c) Contractor will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other Agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with this project.

## **SECTION 10. INDEPENDENT CONTRACTOR.**

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

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have



control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

#### **SECTION 11. STANDARD OF PERFORMANCE.**

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

#### **SECTION 12. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

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

#### **SECTION 13. PREVAILING WAGE LAWS.**

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

#### **SECTION 14. NONDISCRIMINATION.**

(a) Contractor shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully

against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.

(c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.

(d) Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### **SECTION 15. UNAUTHORIZED ALIENS.**

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

#### **SECTION 16. CONFLICTS OF INTEREST.**

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

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

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

## **SECTION 17. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) Contractor shall promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

## **SECTION 18. INDEMNIFICATION.**

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

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

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

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

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

## **SECTION 19. INSURANCE.**

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

## **SECTION 20. ASSIGNMENT.**

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

## **SECTION 21. PROJECT MANAGER AND CONTINUITY OF PERSONNEL.**

Contractor designates Analy Castillo as its Project Manager for this Agreement. The Project Manager, or a District approved designee, shall be accessible to District during normal District working hours and shall respond within twenty-four (24) hours to District inquiries or requests. The Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants including, but not limited to (1) assigning qualified personnel to perform the work and prepare deliverables; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants. There shall be no change in the person designated as the Project Manager without prior written approval by District.

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

## **SECTION 22. TERMINATION OF AGREEMENT.**

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

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

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

**SECTION 23. DEFAULT.**

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

**SECTION 24. EXCUSABLE DELAYS.**

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

**SECTION 25. COOPERATION BY DISTRICT.**

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

**SECTION 26. NOTICES.**

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

To District: Tahoe Transportation District  
 Attn: George Fink, Transportation Services Director  
 P.O. Box 499  
 Zephyr Cove, NV 89448  
 gfink@tahoetransportation.org

To Contractor: Stantec Consulting Services, Inc.  
 Attn: Dr. Analy Castillo  
 2890 East Cottonwood Parkway, Suite 300  
 Salt Lake City, UT 84121  
 analy.castillo@stantec.com

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

#### **SECTION 27. AUTHORITY TO EXECUTE.**

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

#### **SECTION 28. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the District Manager or his or her designated representative. The District Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the District Manager's contracting authority under District's ordinances, rules and regulations.

#### **SECTION 29. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The District Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the District Manager's contracting authority under the District's ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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

#### **SECTION 30. BINDING EFFECT.**

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

#### **SECTION 31. WAIVER.**

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

Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

### **SECTION 32. LAW TO GOVERN; VENUE.**

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

### **SECTION 33. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

### **SECTION 34. ENTIRE AGREEMENT.**

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

### **SECTION 35. SEVERABILITY.**

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

### **SECTION 36. CONFLICTING TERMS.**

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



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

**TAHOE TRANSPORTATION DISTRICT**

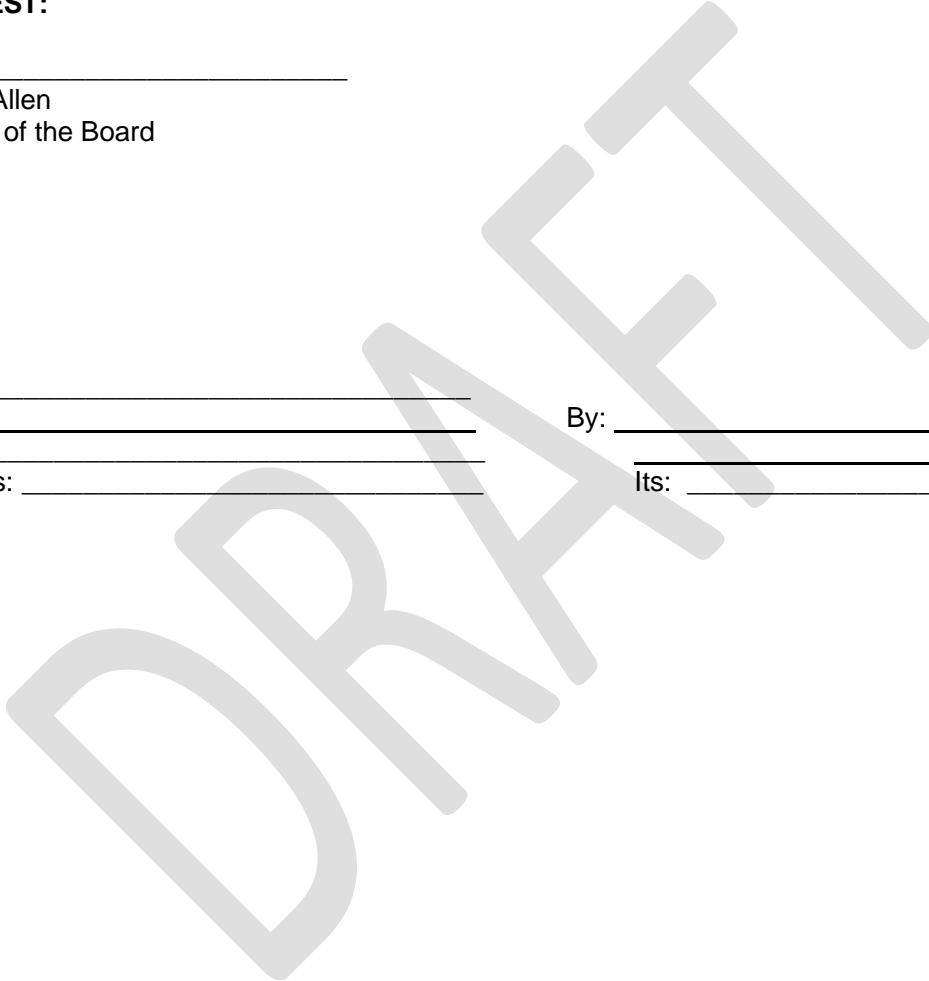
\_\_\_\_\_  
Carl Hasty  
District Manager

**ATTEST:**

\_\_\_\_\_  
Judi Allen  
Clerk of the Board

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Contractor shall complete the scope of services per their proposal titled, "Zero-Emission Fleet Conversion Plan" submitted to TTD on August 11, 2023 and incorporated in its entirety herein.

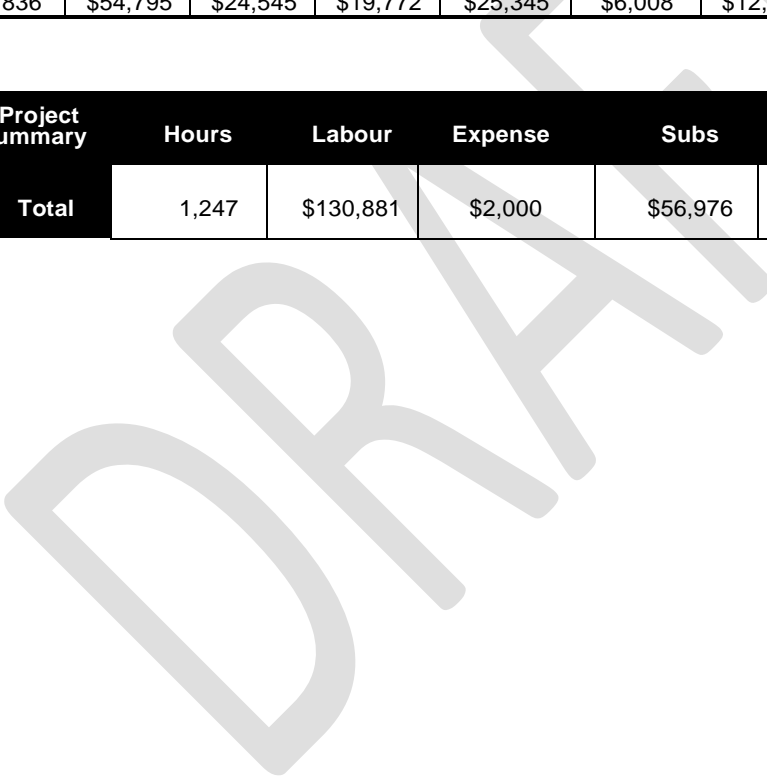
DRAFT

**EXHIBIT "B"  
COMPENSATION**

Contractor shall be compensated per their proposal titled, "Zero-Emission Fleet Conversion Plan" COST PROPOSAL – TTD ZEB Fleet Conversion Plan submitted to TTD on August 11, 2023 and incorporated in its entirety herein, not to exceed \$189,857.

TASK NO.								
0	1	2	3	4	5	6	7	8
Project Mgmt /Admin	Public Outreach	Existing Conditions Report	Zero Emission Transit Options Analysis	System Charging Fueling Infra. Plan	Estimate GHG Reduction Benefits of ZEB Fleet Conversion	Develop Plan-Level Cost Estimates	Funding Sources and Next Steps	Draft and Final ZEB Conversion Plan
\$18,836	\$54,795	\$24,545	\$19,772	\$25,345	\$6,008	\$12,889	\$5,921	\$21,748

Project Summary	Hours	Labour	Expense	Subs	Total
<b>Total</b>	1,247	\$130,881	\$2,000	\$56,976	<b>\$189,857.00</b>



**EXHIBIT "C"**  
**INSURANCE**

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

**Only the following “marked” requirements are applicable:**

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

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

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

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

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

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "D"****The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination  
APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

##### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination



because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



REQUEST FOR PROPOSALS FOR

# Zero-Emission Fleet Conversion Plan

AUGUST 11, 2023



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**Stantec Consulting Services Inc.**  
5390 Kietzke Lane Suite 103 | Reno, NV 89511

August 11, 2023

Judi Allen  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89449

RE: TTD Zero Emission Fleet Conversion Plan Proposal

Dear Judi:

Curbing climate change by reducing carbon emissions is critical for the health of our communities and natural ecosystems and of major concern in the Tahoe Basin due to the impacts on the natural environment and water clarity from visitations. Acknowledging this, the Tahoe Transportation District (TTD) has adopted a number of clean transit initiatives, including the recent purchase of three battery-electric buses (BEBs) and Lake Tahoe Community College (LTCC) Mobility Hub Project, which is outfitted with two on-route chargers. In addition, the TTD is committed to adhering to CARB's Innovative Clean Transit (ICT) mandate to fully transition their fleet to zero-emission by 2040, despite being a bi-state agency that is exempt from CARB oversight.

Stantec is an industry leader in advancing transitions to zero emission fleets in transportation, in both the public and private sectors. This starts with planning through route modeling and analysis to determine the best solution(s) for your fleet. Stantec has developed a tool called ZEVDecide that provides an in-depth analysis of your fleet while considering topography, extreme weather, passenger load, and other critical components for the operations of transit buses. The modeling results will be one of the first milestones for the project and will provide the direction for different ZEB solutions. Furthermore, we have used our decision-making approach called the Multicriteria Decision Analysis to guide agencies through the selection process of potential fleet alternatives. No two agencies are the same, and the complexity of each of them translates to different options and alternatives that can look like deciding between electric or hydrogen buses; or deciding between on-route charging or additional buses to cover the same level of service. No matter the type of scenario, a comprehensive evaluation is critical to verify the selected solution is truly the best fit for your agency's needs.

Our team brings together thought leaders and experts in facility assessment, planning and design, electrical analysis and design, operations planning, and funding strategies. Stantec's ZEB Transition experts include **Analy Castillo**, who obtained her Ph.D. from the University of California, Irvine where she specialized in the deployment of ZEBs and fueling/charging infrastructure; making her a true expert in this field. We will also utilize the technical expertise and knowledge from **Graeme Masterton**, who has worked extensively with the TTD. We will leverage his knowledge to ensure that our modeling and fleet concepts are applicable to TTD's service now, and into the future given potential service changes resulting from the Short Range Transit Plan and a desired long range plan based on the 2017 Long Range Transit Master Plan.

Understanding the importance of stakeholder and public outreach, we have partnered with AIM Consulting, Inc. (AIM), a certified SBE and DBE specializing in inclusive and impactful civic engagement. Stantec and AIM have worked together on a number of different transportation plans across California, including the ZEB Rollout Plan for the El Dorado County Transportation Commission and the Stanislaus Regional Transit Authority. We are proud to be partnering with such a qualified DBE that will help advance the adoption of ZEBs in the region, and help to create a plan built on community consensus and participation.

Stantec has identified many of the challenges for this project and has already begun to formulate solutions which is reflected in our strategic approach detailed within this proposal. We are excited at the prospect of working with the TTD on this transformational project and look forward to the next step in the procurement process. Our selected group of experts has the correct combination of ZEB planning expertise, broad thinking, technical capability, and innovative project delivery experience that this project requires. Our Stantec approach is driven by client delivery, with the end goal of exceeding your expectations.

Best Regards,

Pamela Bailey-Campbell  
Senior Principal/Principal in Charge  
pamela.bailey-campbell@stantec.com

Analy Castillo, Ph.D.  
Project Manager  
analy.castillo@stantec.com

TTD Cover Letter Requirements	Stantec Responses
Name, address and telephone number of the firm's contact person; and signed by the chief executive officer, owner, or chair of the firm.	<p>Analy Castillo, Project Manager &amp; Zero Emissions Technical Lead 2890 East Cottonwood Parkway, Suite 300   Salt Lake City, UT 84121</p> <p>Our cover letter is signed by Senior Principal, Pamela Bailey-Campbell, who is authorized to sign and contract on behalf of Stantec Consulting Services Inc.</p>
A company profile including the proposer's name, business address, and telephone number, as well as a brief description of the proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure.	<p>Stantec is global architecture, engineering, and planning firm employing 28,000 professional staff in 400 offices. For the purposes of this proposal, we will utilize our office in Reno, NV. The address is 5390 Kietzke Lane, Suite 103, Reno, NV 89511. Phone number is 775-398-1221. In our Reno office, we employ 61 professional staff. Other offices near Tahoe include our Sacramento office which employs 300 professional staff.</p> <p>We will be contracting for this proposal as Stantec Consulting Services Inc., which is a subsidiary of Stantec Inc. Founded in 1954, Stantec Inc. is a publicly traded entity listed on the New York Stock Exchange (Symbol: STN) and the Toronto Stock Exchange (Symbol: STN). We are required to be financially stable in order to maintain these listings and we are required to adhere to the Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission "(2013 framework)" (the COSO criteria). We are subject to ongoing independent audits that prove our financial stability and credit worthiness. For a complete view of our audited financial statements, visit the Financial Reports &amp; Filings section of our web site at <a href="https://www.stantec.com/en/investors/stantec-financial-information">https://www.stantec.com/en/investors/stantec-financial-information</a>. Please note that Stantec Inc.'s operating subsidiaries and affiliates (e.g., Stantec Consulting Ltd., Stantec Consulting Services Inc., etc.) are not publicly traded, but are owned and/or controlled by Stantec Inc. Stantec Inc.'s financial statements are consolidated to include its subsidiaries and structured entities that are controlled, but do not necessarily include all affiliates.</p>
A summary of the proposal	<p>The Stantec team is assisting transit agencies and cities across North America to plan for transition to 100 percent Zero-Emission Bus (ZEB) fleets. Our Stantec team is committed to meet the project goals, deliverables, and schedule outlined in this proposal. Our team includes experts in delivering projects with similar goals throughout North America. We are excited by the opportunity to partner with TTD on this Zero-Emission Fleet Conversion Plan project. Stantec brings thought leaders and experts in zero emission bus transition plans, facility assessments, planning and design, electrical analysis and design, operations planning, and funding strategies. Stantec has been dedicated to the transit industry for more than 60 years, is an active participating member of the American Public Transportation Association, and is a thought leader on Zero-Emission bus planning, analysis, and rollout plans as well as the planning and design of operations &amp; maintenance facilities. The key to timely delivery of your services is an experienced, flexible partner who is committed to anticipating your project needs. As you will see in our qualifications, we are an industry leader in delivering similar projects for transit agencies. This strategic experience gives us the keen ability to maintain quality control throughout all project phases. Within this Technical Proposal, we think you will find that Stantec has the right experience and highly qualified team for this assignment.</p>
Statement of acknowledgement of having received all addenda, if any are issued.	Stantec has received Responses to Questions dated August 1, 2023.
Whether or not the firm is a certified DBE or Small Business Enterprise.	Stantec is not a DBE or SBE firm.
Age of the firm	69 years old
If the annual gross receipts of the firm are less than \$1 million, less than \$5 million, less than \$10 million, or less than \$15 million.	Stantec's gross receipts for 2022 exceeded \$3B USD
Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.	Stantec and its team will perform all scope indicated in this RFP.

TTD Cover Letter Requirements	Stantec Responses
Discuss project understanding, approach to the Scope of Work, communications with TTD during the project, and identify assigned staff.	We have provided this information in our technical proposal. Please see our response starting on page 10.
Specifically indicate any provisions in the form of the agreement (Attachment C), including insurance and indemnification provisions, which are not acceptable and propose any alternative language or terms.	We have reviewed your proposed RFP/contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you. We have included suggested modifications to the Attachment C - Draft Contract. These suggested modifications can be found in the final section of our proposal.
Provide a signed copy of the Certification Regarding Debarment, Suspension, and other Responsibility Matters (Attachment D).	See attached
Provide three (3) references for current clients from the last two (2) years.	<p><b>El Dorado County Transit Authority Zero Emission Bus Fleet Conversion Plan</b>  El Dorado County Transportation Commission  2828 Easy Street, Suite 1; Placerville, CA 95667  Dan Bolster, Senior Transportation Planner  dbolster@edctc.org   530-642-5262</p> <p><b>Sacramento County Short Range Transit and Zero-Emission Bus Plan</b>  Sacramento County Department of Transportation  4111 Branch Center Road, Sacramento, CA 95827  Mikki McDaniel, Principal Planner  mcdanielm@saccounty.net   916-875-4769</p> <p><b>Tuolumne County Transportation Council Zero-Emission Bus Transition Plan</b>  2 S Green St., Sonora, CA 95370  Shannon Thaggard, Transportation Planner II  sthaggard@co.tuolumne.ca.us  209-533-5537</p>
Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have because of providing the goods and services.	Stantec is not aware of any past or present conflicts of interest involving this project or agency.

# Background and Project Summary



# Background and Project Summary

The Tahoe Transportation District (TTD) is a bi-state organization that oversees and implements multimodal plans and projects in the Lake Tahoe Basin area. The TTD currently provides public transportation services around the Lake Tahoe Basin and into five neighboring counties through five fixed routes and ADA paratransit services. The TTD provides these services through a combination of buses and cutaways in addition to a fleet of non-revenue vehicles. Understanding its commitment to the environment and sustainability in the region, the TTD has already acquired three battery electric buses (BEBs) and installed on-route fast chargers at the LTCC Mobility Hub. The existing services do not reflect the desired services within the Basin and connecting to the surrounding counties nor the potential for waterborne services connecting the north and south shores with electric ferry services. This is also an opportune time to consider the impact of a new facility and mobility hubs on the need for electrification infrastructure throughout the basin and into the Carson City area. There may also be potential to ensure connectivity with TART services where future electric recharging stations may be located.

Having worked with other agencies in the region, including creating the Zero-Emission Bus (ZEB) Rollout Plan for the El Dorado County Transportation Commission and our previous and ongoing work with the TTD, the Stantec team has a good understanding of the challenges that agencies like the TTD will face – long routes or large distances to cover. To help TTD achieve its goal of developing a Zero Emission Fleet Conversion Plan that aligns with CARB goals as identified in the Innovative Clean Transit (ICT) mandate, the TTD requires a thorough

analysis of its bus fleet, transit operations, costs, and financial capabilities.

Your success is our success. The transition from “A to ZEB” is not an easy one. No two transit agencies are alike, and no two solutions can be the same. Therefore, community is at the center of every solution we design. Stantec is a leader in the adoption of ZEB fleets, from strategic planning to full design and implementation, making us experts at the details because we understand the big picture and future implications. This is all to say, the team we are proposing is proven and ready to fully support TTD.

Getting to where we want to go starts with understanding where we are today. Stantec will begin the project with a kickoff meeting that will help to define the goals, objectives, and guiding principles of the project. Once these goals, milestones, criteria, and performance metrics have been developed, the next step is to evaluate TTD’s fleets, operations, and other key factors to establish baseline conditions related to ZEB implementation, including any plans for future service changes based on the Short Range Transit Plan or Long Range Transit Master Plan. The overall outcome of this initial effort is an Existing Conditions report to inform our recommendations. Our evaluation starts with a review of transit operation planning essentials including (but not limited to) studying existing routes, blocking, and vehicle assignments. We will also conduct in-person or virtual site-visits to your existing and potential future facilities to understand the baseline for potential modifications to accommodate ZEBs.





Stantec's approach is to model the predictive energy requirements of a zero-emission fleet based on representative operational and ambient conditions of the TTD fleet. To capture how operational conditions can affect the fuel economy and the energy/fuel requirements specific to the service area of the Lake Tahoe Basin, Stantec will use its proprietary modeling tool called ZEVDcide. Supplemented by strategic data collection, ZEVDcide models the energy demand of ZEBs based on driving cycles we develop based on real-life driving conditions and traffic levels. The estimated fuel efficiency is then combined with the route length and block configuration to calculate the energy requirements at the route and block level, as well as the state of charge of the batteries at the end of each service day for BEBs and fuel tank levels for fuel cell electric buses (FCEBs). Lastly, we will conduct a sensitivity analysis to evaluate how factors like battery degradation, topography, climate, and passenger load affect the expected fuel economy. Combining the data-driven modeling together with a multicriteria evaluation of several factors, we will develop a preferred fleet concept. The preferred ZEB fleet concept will strive to balance operations, financial considerations, maintenance tradeoffs, and the constraints of ZEB technologies.

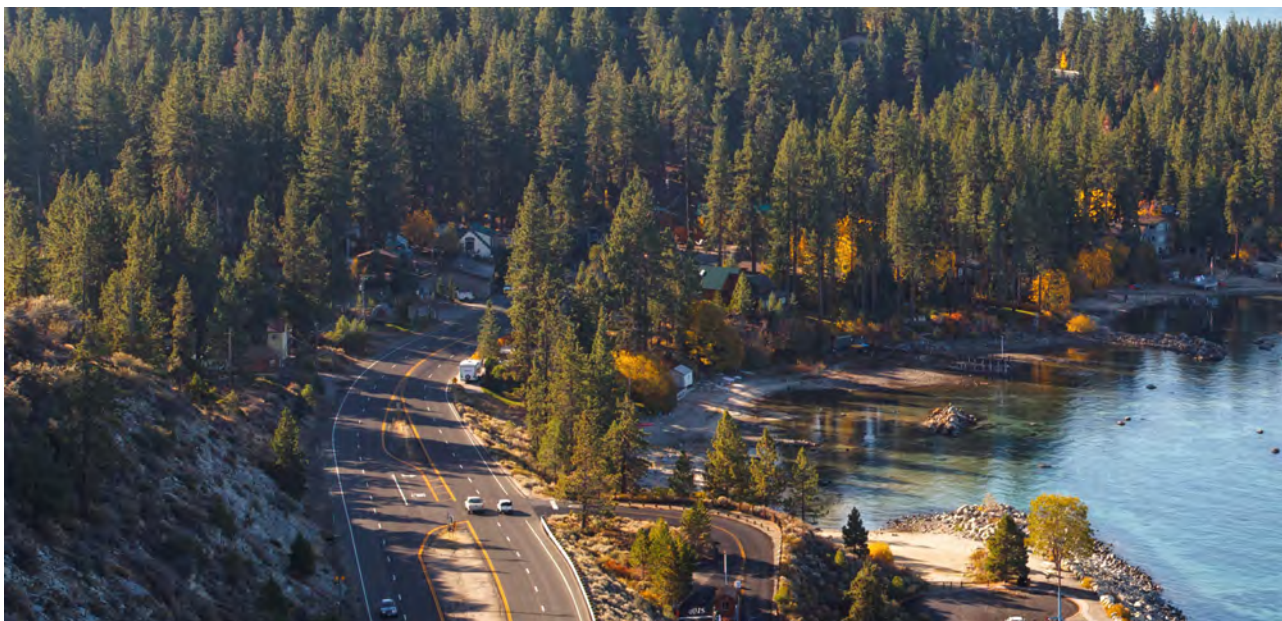
With a preferred fleet concept, Stantec's next task involves developing a needs and opportunities assessment that will detail what TTD will need to do as it moves towards a ZEB future. This includes leveraging the existing conditions analysis and assessments of the potential facility locations, and the results of the modeling to design a charging profile (for BEBs) and/or fueling requirements (for FCEBs) that will then inform the design of facilities, sizing of necessary electrical equipment, operator training, phased fleet replacement plan, and so on.

Once Stantec has evaluated capital, operations, refurbishment, and maintenance costs from a start-up and lifetime perspective for the recommended propulsion technology, we will finalize the ZEB scenario of our financial modeling, for comparison to the

status quo (or base case) scenario previously developed. What will be most noteworthy is how forecasted costs—both capital as well as operations and maintenance (O&M)—compare between the two scenarios, as this will give an indication of where incremental funding may be required or where cost savings may materialize. Findings will be synthesized and communicated in discounted 2023 dollars to allow for a comparison between the scenarios. This is an important step as it will strengthen the business case that acts as the foundation for the ZEB Rollout Plan's implementation.

The Stantec team will compile 1) all the products from the key steps, 2) stakeholder outreach findings and 3) agency review inputs into the final ZEB rollout plan report that will capture:

- » Approach and methodology
- » Key operational considerations
- » Summary of stakeholder engagement
- » Summary results of the modeling
- » Charging profiles (for BEBs, if selected) or fuel demand (for FCEBs)
- » Fueling and charging infrastructure strategies and requirements
- » Facility assessment and yard layout plans for the selected facility location
- » Phasing and implementation plan
- » 20-year financial comparison of the base case and the ZEB case



# Company Experience and Capabilities

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# Company Experience & Capabilities

## STANTEC

Stantec has been serving the transit industry for more than 60 years. With approximately 25,000 employees, Stantec is a global design practice with 400 offices worldwide. The public agency sector makes up more than 50% of our annual revenue and the majority of our staff work on public sector projects. We understand that the journey can be as important as the destination. Our specialists work in every mode of transit, including bus, light rail, intercity rail, subway, streetcar, bus rapid transit, microtransit, and self-driving vehicles. We challenge conventional thinking at every stage to provide revolutionary, yet realistic options for safe, efficient, and affordable transit.

## FROM A TO ZEB: WE TRANSFORM TRANSPORTATION

Stantec brings a unique combination of expertise in ZEB infrastructure planning and design, route and energy analysis, and a thorough understanding of funding opportunities available to transit agencies. Our team will serve as your trusted advisor to understand, plan for, and deploy zero emission solutions.

We have worked on more than 61 zero-emission bus and vehicle projects globally within the last 5 years. We help our clients align the pieces through producing ZEB transition plans, route and energy analysis, implementation of charging infrastructure, design of hydrogen fueling stations, and facility design to accommodate ZEBs.

## TRANSITION PLANS & INFRASTRUCTURE PLANNING AND DESIGN

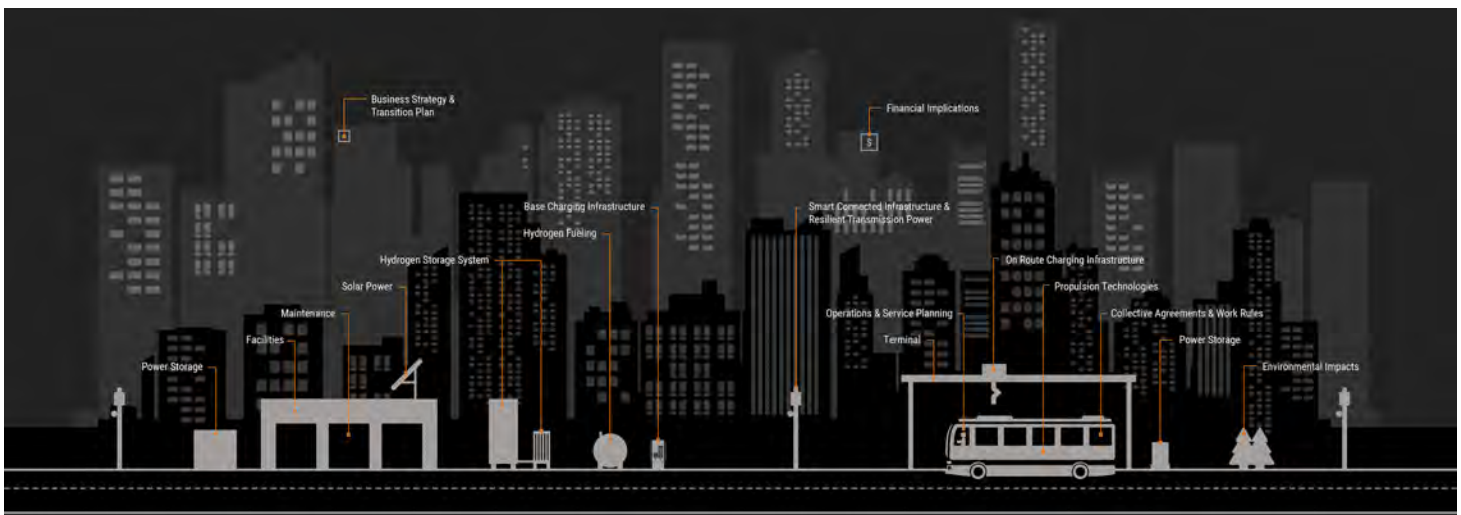
Your success is our success! Stantec is a leader in assisting transit agencies with the adoption of ZEB fleets. The transition from A to ZEB is not an easy one. No two transit agencies are alike, and no two solutions can be the same. Our clients' needs are at the center of every solution we design. With over 60 years of experience, Stantec has built a dedicated design practice that has delivered over 500 operations & maintenance facilities

across North America. Our experienced staff is assisting transit agencies in their transition to ZEB fleets and planning and designing the charging and hydrogen infrastructure requirements at new and existing facilities. Adding to our planning and facilities experience, Stantec partners with transit agencies to identify the infrastructure and power requirements for on-site and on-route charging. In addition, we plan and design hydrogen refueling stations. Coordinating with public utility companies brings our clients the services needed to implement their zero-emission fleet refueling and charging requirements.

## WHAT IS THE IDEAL TECHNOLOGY MIX OF ZEBs FOR MY FLEET?

To provide data-driven decision making for your future fleet, Stantec uses a planning tool called **ZEVDecide**. This tool is composed of multiple modules allowing services tailored to your needs. What are the benefits of ZEVDecide?

- » Energy modeling to predict the performance of Battery Electric Buses (BEBs) and Hydrogen Fuel Cell Electric Buses (HFCEBs) per route and per operating block.
- » Projections of total fuel demand (electricity and hydrogen).
- » Charging schedule for BEBs based on vehicle dispatching and blocking.
- » Provides hydrogen station specifications and power requirements.
- » Power requirements for each facility for the charging and hydrogen dispensing of BEBs and HFCEBs, respectively.
- » Cost optimization that helps determine the ideal proportion of each technology type in a fleet while minimizing the cost of ownership.
- » Rate modeling and energy fuel cost projections.



## SUBCONSULTANT TEAM

### AIM CONSULTING PUBLIC OUTREACH (DBE/SBE)

AIM Consulting, Inc. (AIM) was established in 2005 and provides public participation and strategic communication services for infrastructure and land use projects in rural, suburban, and urban communities throughout Northern California. AIM understands the importance in creating ways to engage priority populations who were negatively impacted by historic planning, experienced less public investment in their neighborhoods and often have significant barriers to engaging with the local government agencies in these processes.

For many of our projects our team successfully facilitates community engagement processes from early planning through design and construction. AIM specializes in large planning processes with complex regulatory and design considerations. AIM helps affected community members understand these complex processes to ensure meaningful engagement and successful outcomes for all parties.

AIM's communication strategies include both earned and paid media, online and social media, presentations, and grassroots awareness campaigns. They establish strong partnerships with public agencies, private businesses, community-based organizations, and advocacy groups. They research and adopt, when appropriate, industry best practices of public participation and communication technologies and have instilled a consistent quality assurance process.

Aim Consulting is an S-Corporation that is certified as a Small Business Enterprise by the State of California, Department of General Services (Supplier No. 44639) and as a Disadvantaged Business Enterprise by the State of California, Department of Transportation (UCP Firm No. 35954).

### JACOBUS & YUANG COST ESTIMATING (SBE)

Jacobus & Yuang (JYI Estimate) is an independent third-party cost consultancy with offices in Ventura and Los Angeles Counties. JYI Estimate is a California Certified Small Business. JYI Estimate provides managed solutions through cost advice for their clients who are investing in infrastructure, property maintenance and construction development. Because JYI Estimate is embedded in the regional construction community, they deliver costs that are reflective of the market and are detailed using a clear, efficient construction development perspective. Typically, JYI's cost estimates fall within 5% of the low bid amounts on projects and often within 3% of the bid.



One key to our success lies in our structure. As a specialized, multinational practice of subject matter experts (SMEs), we maintain the focus and responsiveness of a boutique firm within Stantec's broader network of 400 global offices and over 28,000 professionals. We work in communities to help synthesize clear and achievable visions.

Through public engagement, research, planning, modeling, and financing and implementation strategies, we articulate shared aspirations into actionable plans and help carry them through to implementation.

We work together on forward-thinking projects for our communities and infrastructure of tomorrow across North America. We deliver services through our many local offices; pairing our local strengths with our industry-leading SMEs. Our proposed team uses this method of delivery for your project.

The table below is a brief snapshot of our team's qualifications. For key team member qualifications, please see the Staffing Section for Résumés. Stantec team key personnel will be available to the extent proposed for the duration of your project.

Project Staff/Role	Firm	Qualifications	Years of Experience
<b>Pamela Bailey-Campbell</b> Principal-in-Charge	Stantec	» Master of Business Administration » Bachelor of Science, Biology	33
<b>Analy Castillo</b> , Ph.D. Project Manager	Stantec	» Ph.D. Environmental Engineering » Master of Science, Environmental Engineering » Bachelor of Science, Chemical Engineering	11
<b>Amanda McDaniel</b> , MPL, AICP Deputy Project Manager	Stantec	» Master of Arts, Urban Planning, (Concentration: Transportation Planning & Sustainable Land Use Planning) » Bachelor of Arts, Geography (Concentration: Urban Geography, Cultural Geography, Human-Environment Interactions, and GIS)	3
<b>Coleen Shade</b> , LEED AP QA/QC	Stantec	» Master of Arts » Bachelor of Science	33
<b>Graeme Masterton</b> Transit Planning & Operations	Stantec	» Master of Arts (Community and Regional Planning) » Bachelor of Arts (Urban and Economic Geography)	35
<b>Ian Lowell</b> Modeling Lead	Stantec	» Bachelor of Science, Planning Public Policy and Management	3
<b>Mariya Carey</b> , PE Modeling	Stantec	» Master of Science in Civil Engineering » Bachelor of Science in Civil Engineering	15
<b>Kelly Watts</b> Transit Planning	Stantec	» Master of Arts, East Asian Languages and Literatures » Bachelor of Arts, Environmental Studies	5
<b>Mengyun (Mandy) Li</b> Transit Planning	Stantec	» Master of Science, Transportation Planning and Engineering » Bachelor of Engineering, Transportation Engineering	2
<b>Tony Zavanelli</b> , PE, CEM Power Systems Lead	Stantec	» Master of Science, Bachelor of Science, Mechanical Engineering » Professional Engineer #M24645, State of California	41
<b>Reb Guthrie</b> Fueling Systems Lead	Stantec	» Bachelor of Science, Economics	27
<b>Joseph Velasco</b> , PE Fueling Systems Engineer	Stantec	» Bachelor of Science in Mechanical Engineering » Professional Engineer #38787, State of California	14
<b>Will Todd</b> , AIA, LEED AP Facilities Architect	Stantec	» Bachelor of Science in Architecture » Registered Architect #35467, State of California	15
<b>Katie Demaio</b> Public Outreach Lead	AIM Consulting	» Bachelor of Arts	20
<b>Cobus Malan</b> Cost Estimating	Jacobus & Yuang	» Bachelor of Science, in Quantity Surveying	40

# Methodology



## TASK 0: PROJECT MANAGEMENT

A successfully executed project requires a thorough approach to project management that outlines a plan, allocates resources, builds capacity, implements quality assurance/quality control (QA/QC) throughout the life cycle of the project, and provides enough flexibility to deal with unforeseen issues and mitigate risks. Stantec pursues a rigorous project management approach built upon deep experience with projects of all sizes, and our proposed project management team includes subject matter experts who have worked with many transit agencies on projects ranging from ZEB analysis and to deployment to rail and bus studies.

**Analy Castillo** will serve as Project Manager, an experienced specialist in ZEBs and transit operations and expert project manager for fleet transition plans. Analy is Stantec's ZEB Technical Lead and developed Stantec's proprietary modeling tool—ZEVDecide—that performs route modeling and energy predictions. **Amanda McDaniel** will serve as Deputy Project Manager. Amanda has experience working as Lead Analyst or Deputy Project Manager on over a dozen ZEB projects.

Analy and Amanda understand the challenges, opportunities, and sequence for the transition of fleets to clean technologies, having completed numerous plans for agencies across California and North America. Stantec has set in place a deputy PM for the good practice of resilience in each of our projects. If for unforeseen circumstances the designated PM becomes unavailable, after notifying the TTD, the deputy PM will be able to step in seamlessly since Amanda will be up to date on the project's progress and future steps. Furthermore, having a deputy PM allows for a continuous quality control process since deliverables and project next steps are discussed as a group. We believe that quality is paramount throughout the entire lifespan of a project, right from the outset in the proposal stage. Our project managers follow a process—Project Management (PM) Framework—on every project, as shown in the graphic above. This 10-step process begins with the proposal and concludes with the final project closeout. While our Project Manager Analy Castillo is responsible for executing this process, every team member embraces and contributes to the various steps.

As an ISO9001:2008 registered firm, our projects and employees regularly undergo audits of our projects and processes. These audits assess our compliance with integrated management system requirements, evaluate the effectiveness of our PM Framework procedures, and identify opportunities to improve our processes and procedures. As a result of these audits, we maintain thorough record keeping and transparency throughout the project. Quality Control (QC) is one key step in the PM Framework process; however, the entire project management process incorporates the key principles which result in quality deliverables and service.

Upon receiving the Notice to Proceed, we will schedule a project kickoff meeting and prepare an agenda for discussion. The kickoff meeting will help refine the project scope, schedule and timelines, budget and cost tracking, QA/QC protocols and procedures, and major deliverables. The kickoff meeting will also be an opportunity to understand how frequently touch points are to happen between the TTD and Stantec (such as monthly update meetings) and to coordinate these important touch points. The purpose of these meetings will be to review project deliverables, identify potential questions and project approach alternatives, and set next steps and project direction. At the end of each month the PM will also generate monthly progress reports that document activities and deliverables completed, key accomplishments and meetings, and current or anticipated issues related to scope, schedule, and budget that will supplement each month's invoice.

We are aware that TTD's first job is to operate transit services—we will be cognizant and respectful of your time when developing data requests, scheduling meetings, and submitting deliverables. Beyond the update meetings, the project staff will also be available for on-call discussions to quickly address unforeseen issues and to provide updates to the agency's project manager. .

## STANTEC PM FRAMEWORK

- 0 Prepare **proposal** that includes **preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule; conduct and document independent review of final proposal; conduct and document hazard assessment and apply applicable controls if a field or site visit is required during proposal phase.
- 1 Obtain **written instructions** to proceed and execute an **approved contract**; obtain written subconsultant agreements (if applicable).
- 2 Prepare **Project Plan** to appropriate level of detail; conduct and document **independent review**.
- 3 Establish hard copy and electronic **project record directories** and file project records accordingly.
- 4 Complete Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.
- 5 Monitor **PM Dashboard** regularly; follow best practices for managing project **financials**, including time charges, work in progress, accounts receivable, and estimates to complete (ETC).
- 6 Obtain the client's written approval on **scope of service changes** in a timely manner.
- 7 Conduct and document a **quality review** of all final deliverables prior to issue.
- 8 Conduct and document **independent review** of all final deliverables prior to issue.
- 9 Close off project **financial** and close out **project files**.

\*A final deliverable is defined as any record (written or graphic) based on professional expertise or judgment that is intended to be relied only by others and that provides direction to others as part of a service to the public.

## TASK 1: PUBLIC OUTREACH

### OUTREACH MANAGEMENT

The sub-consultant AIM will provide strategic advice and counsel, review project materials and reports, coordinate with the TTD and project team, and monitor team communications throughout the project. In addition, as needed, the Stantec team and all sub-consultant representatives will attend a project kick-off meeting and coordination meetings by phone with TTD and the project development team (PDT).

The project will build off the important public outreach being developed as part of TTD's Short Range Transit Plan update, 2017 Corridor Connection Plan, Short-and Long-Range Transit Plans, and TRPA's 2020 Regional Transportation Plan; and by strategically employing a suite of outreach opportunities to engage the public and project stakeholders in order to provide a transparent planning process.

### STAKEHOLDER DATABASE & ONGOING COMMUNICATIONS

Stantec and the sub-consultant AIM will work with TTD and the project team to develop and maintain a stakeholder database throughout the project's duration, building upon the contacts identified through other TTD projects. This database will include stakeholder names, contact information, the preferred method of contact, and potential key concerns and/or areas of project interest.

The quality of the project will be enhanced by the full and equitable participation of constituencies such as the youth, elderly, disabled, and disadvantaged community members that have been underrepresented in transportation planning efforts in the past. To include these groups as stakeholders in the planning process, TTD will contact regional community groups and Health and Human Services regarding the opportunity to participate in the project as a stakeholder.



In addition to underrepresented groups, project stakeholders will also represent diverse communities, including varied socio-economic groups, community-based organizations, emergency responders, and local agencies active in the project area including:

- » Tahoe Regional Planning Agency/Tahoe Metropolitan Planning Organization
- » California Highway Patrol
- » Nevada Highway Patrol
- » California Department of Transportation (Caltrans)
- » Nevada Department of Transportation (NDOT)
- » City of South Lake Tahoe
- » Placer County
- » El Dorado County
- » Douglas County
- » Carson City
- » Washoe County
- » Nevada Division of Environmental Protection
- » California Environmental Protection Agency
- » United States Forest Service
- » California State Parks
- » Nevada State Parks
- » California Tahoe Conservancy
- » Sierra Nevada Alliance
- » Tahoe Prosperity Center
- » Mountain Housing Council
- » Sierra Business Council
- » Tahoe Resource Conservation District
- » Nevada Tahoe Conservation District
- » Various Chambers of Commerce
- » Various Visitor Authorities
- » Truckee North Tahoe Transportation Management Association
- » South Shore Transportation Management Association
- » Air Quality Management Districts
- » Commissions on Aging
- » Health and Human Services
- » Public Health Departments
- » County Departments of Transportation
- » Community Development Departments
- » Long Range Planning
- » County Offices of Emergency Services
- » State Offices of Emergency Services
- » Offices of Education
- » Liberty Utilities
- » NV Energy
- » Sacramento Area Council of Governments
- » Sacramento Regional Transit
- » El Dorado Transportation Commission
- » Washoe Regional Transportation Commission
- » Placer Tahoe Area Regional Transit (TART)
- » TART Connect



## PROJECT WEBPAGE

AIM will develop content for a project webpage, which will be hosted on a separate domain. AIM will update the webpage with accurate and timely information to notify community members of important project information and opportunities to provide input throughout the project. Community members will be able to access project information, such as FAQs, surveys, and engagement activities, and provide their contact information to receive electronic project updates.

## STAKEHOLDER ADVISORY COMMITTEE (UP TO 4 MEETINGS)

The Stakeholder Advisory Committee (SAC) will enable the project to engage a diverse range of groups and individuals in the project area. Each SAC group, organization, and agency will appoint one of their members to be their representative to attend SAC meetings, express the specific interests of their group or organization, and communicate SAC meeting information to the other members of their group or organization. As people who live and work in communities within the project area and are likely users of TTD's transit service, SAC members (and the public at large) are local experts who will be invaluable assets to the project and will be relied upon to provide their unique perspectives on issues such as:

- » Existing conditions in the project area
- » Existing and future transit demand in their communities
- » Potential locations for charging stations and charging infrastructure
- » Last-mile / first-mile connectivity within the project area
- » How an efficient, reliable transit system could encourage increased ridership
- » The location of desired destinations, activity centers, education, and employment

AIM will coordinate and facilitate up to four SAC Committee Meetings throughout the length of the project. Our team of professional facilitators will work with the project team and TTD staff to develop meeting agendas and presentation content that are on point and easy to understand, then facilitate discussions in a way that engages all parties and generates a thoughtful discussion that leads to agreements and direction that moves the project forward. It is anticipated that these meetings will be virtual via Zoom/Teams for budget and schedule.

## VIRTUAL PUBLIC MEETINGS (2)

AIM will develop two Virtual Public Meetings to engage community members. The meetings will provide the public with an opportunity to provide input at two key milestones during the plan's development.

The first public meeting will be held early in the planning process to introduce the project to the public, the purpose and scope of the project, and inform the public of opportunities to provide input on the development of the project.

The second public meeting will present elements of the draft TTD Zero Emission Bus Fleet Conversion Plan to solicit

feedback from public comments to inform the completion of the Final TTD Zero Emission Bus Fleet Conversion Plan.

AIM will develop a run of show, PPT presentations, and a meeting summary at the end of each meeting. AIM recommends virtual meetings due to the size and travel area of the project zones.

Notification: In coordination with TTD and the project team, AIM will develop and disseminate project information to notify the community at large about the virtual community meetings. AIM will develop content for the project webpage with details about the meetings and create content for TTD to share on its existing social media channels. AIM will partner with key stakeholder representatives to promote the meetings through email, social media, and website updates to encourage participation.

## COMMUNICATION COLLATERAL

AIM will develop outreach materials to inform the community about the project. These materials may include such information as PowerPoint presentations, flyers, digital brochures, comment cards, fact sheets, and FAQ's. A template for each collateral item will be developed, that can be easily updated, and distributed through electronic means. All materials will be made in both English and Spanish when necessary.

## COMMUNITY SURVEY (1)

AIM will develop and create one project survey utilizing an online service such as SurveyMonkey as well as in-person hard copy surveys to survey new and potential riders to assess the potential impacts of the Zero Emission Fleet Rollout Plan. AIM will provide additional notifications via social media, CBO's outreach, and community engagement for responses. AIM will gather responses from the outreach and compose a summary of findings including direct comments.

## DELIVERABLES:

- » Stakeholder Advisory Committee meetings and collateral (stakeholder list, meeting schedule and summaries, PowerPoint Presentation, etc.)
- » Public Meeting 1 summary and notes
- » Public Meeting 2 summary and notes



## TASK 2: EXISTING CONDITIONS REPORT

Stantec will conduct a market scan and state of the industry analysis of ZEB technologies for land-based and water-borne transit applications. Such assessment will evaluate the current operations of vehicles, market availability, required infrastructure to support battery and hydrogen technologies, overall trade-offs of each technology, and capital costs for vehicles and infrastructure.

Further, Stantec has first-hand experience with agencies that have developed pure BEB fleets (over 20 transition plans), solely FCEB (3 agencies), and fleets with a mix of technologies (2 agencies) which allows our experts to conduct a comprehensive analysis of infrastructure requirements and operational implications for such fleet scenarios.

We find this Technology Assessment report particularly useful to provide a knowledge base of where the industry is and where it's headed in the next 12+ years. This review will provide a helpful knowledge base for TTD staff, its Board, and the public to understand the benefits and drawbacks of different ZEB technologies, and how TTD can leverage these options for a successful transition to clean technologies.

Getting to where we want to go starts with understanding where we are today. Stantec will start the analysis by evaluating TTD's fleet, operations, and other key factors to establish baseline conditions related to ZEB implementation. The overall outcome of this effort is an Existing Conditions report on status quo requirements without ZEBs to 2040 to inform our recommendations.

Our evaluation starts with a review of transit operations planning "essentials" including (but not limited to):

- » Studying existing routes to identify attributes such as lengths and topographical challenges
- » Identifying the current fleet size required to meet pull-out as well as FTA-mandated spare ratios
- » Analysis of operational characteristics, including vehicle scheduling, blocking, revenue hours and miles, deadhead in addition to other non-revenue hours and miles, as well as by vehicle type to provide a granular view of TTD's services
- » Proposed or anticipated changes to TTD's service
- » Minority communities as defined by census tract data
- » Applicable collective bargaining agreements to understand unique work rules or other showstoppers in the ZEB transition
- » Analysis of operational and maintenance data related to TTD's current BEBs

This high-level review of transit operations planning essentials establishes a service level baseline for us to develop status-quo cost projections and informs our needs and gap analysis, as well as the parameters to evaluate the success of ZEB under the current operations of TTD.

One of the major advantages of transitioning to zero-emission vehicles are the myriad of benefits they provide to local air quality, reducing local pollution burden, strengthening public health, and aiding in environmental justice. As part of the Existing Conditions report, Stantec will develop a series of maps (in GIS format, utilizing data provided by the TTD where not publicly available) showing basic information including the service area, current and proposed transportation network (including transit and active transportation), current land use, and zoning, and other relevant information such as utility provider service areas and potential charging and fueling locations. We will also map demographic and socio-economic

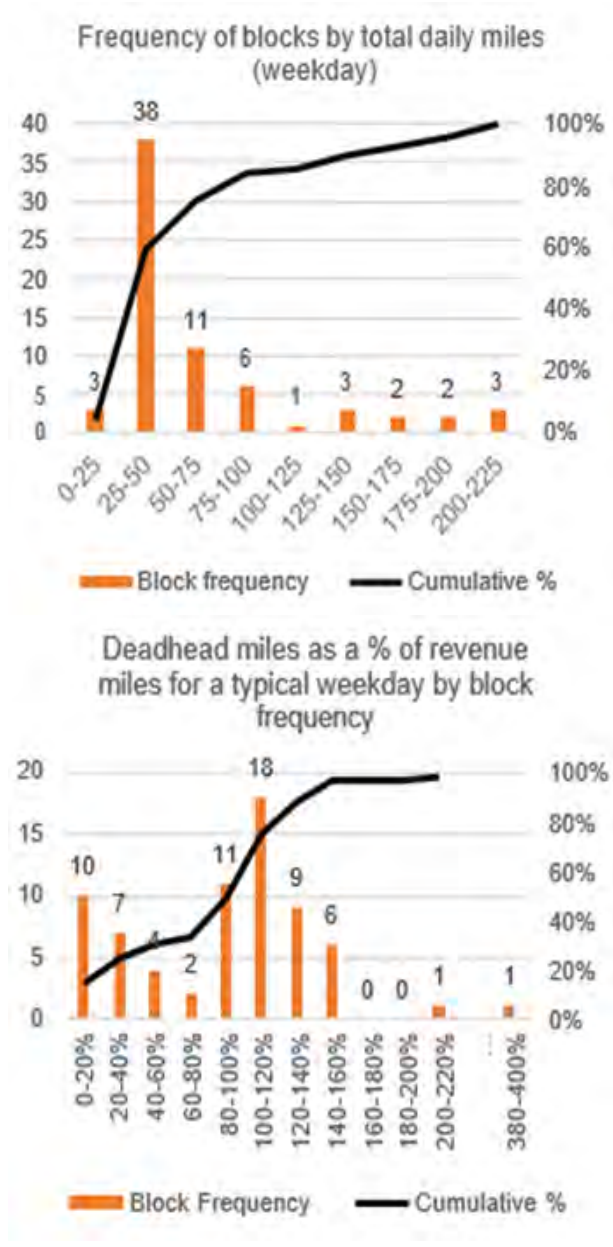


Figure 1: Typical analyses conducted for fixed-route services to determine preliminary ZEB feasibility and lay the groundwork for the power analysis and route modeling.

data, such as population and employment density and other demographics including minority populations, low-income populations, zero-vehicle households, and others as identified by TTD. Understanding where priority communities are can help TTD deploy ZEBs in a way that provides the greatest benefits to areas of greatest need first.

For the portion of TTD’s service area in California, Stantec will utilize CalEnviroScreen, a mapping tool developed by the California EPA to identify disadvantaged communities at the census tract level using a variety of socio-economic, geographic, public health, and environmental hazard criteria to understand if ZEB deployment can be prioritized to first serve the communities experiencing the greatest pollution burden.

Stantec has developed an effective data collection strategy to minimize the burden of the TTD staff while ensuring the team can count with quality and relevant information. By providing the initial data request at the kickoff meeting, we are able to discuss data needs at the onset of the project and walk through the required data with the TTD team. We have found that this beneficial in being able to identify items that may be more difficult to acquire, take more time to put together, or requires coordination with other departments.

Furthermore, Stantec will conduct a field review with TTD of the project area (including potential locations for charging infrastructure and current and potential operations and maintenance facilities) to assess existing conditions. Representatives from relevant ZEB transition streams—operations, power, buildings, maintenance, fleet and fueling—will be in attendance (either in person or virtually). The findings from this preliminary review will be summarized and documented in the Existing Conditions report. After modeling has been completed and a fleet concept has been chosen as part of Task

3, we will revisit this preliminary assessment in Task 4 to assess feasible sites in greater detail, at which point Stantec will coordinate with relevant stakeholders and utilities.

We will ask questions, take pictures and gain direct understanding of the current facilities that the ZEB transition plan will build upon. We will engage with TTD staff who have hands-on experience operating, maintaining, and fueling fixed-route, dial-a-ride, paratransit, and nonrevenue fleets. A summary of our findings will be provided in the existing conditions report.

**DELIVERABLE**

- » Existing Conditions Report

**TASK 3: ZERO EMISSION TRANSIT OPTIONS ANALYSIS**

Our next step is to use data provided by TTD—service schedules, blocking, passenger loads, vehicle assignment, mileage— together with other data related to your service area, along with vehicle specs from the original equipment manufacturers (OEMs) to perform a modeling “deep dive”. This will ultimately answer the question: could TTD feasibly implement and operate ZEBs for its current service design, and if so, what are the power and fuel requirements?

The successful electrification of a bus system relies on a reliable prediction of future power and energy requirements. ZEB manufacturers provide technical specifications of the anticipated fuel economy of their vehicles. While these values can be used for a rough estimate of simple energy demand, real-world operations have proven to deviate greatly from the manufacturer’s fuel economy projections since they are calculated and reported on ‘best performance’. Some of the

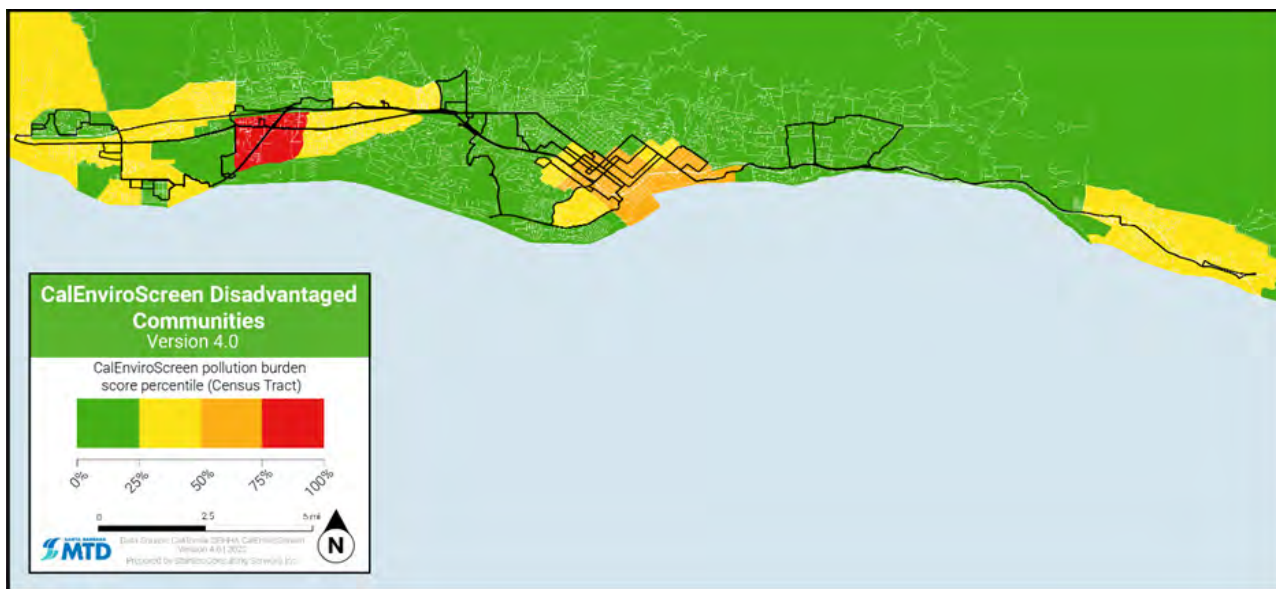


Figure 2: Stantec completed a spatial analysis of disadvantaged communities for the Santa Barbara MTD as part of their ZEB Rollout Plan. This identified one disadvantaged community, a census tract in which their second terminal (Terminal 2) is located. Through discussions with MTD, it was determined that ZEB deployment could be prioritized out of Terminal 2 to help lessen pollution burden in the area.

factors that shape fuel efficiency are topography, weather conditions, passenger loads, average route speed, and operator driving behavior.

Additionally, the complexity of these factors will make the energy/fuel demand from one route or service type completely different from the demand of another route in the same transit system. For example, the fuel economy when a BEB operates with more frequent stops and lower driving speed within the city can be around 2.5 kWh/mi, and for the same bus the fuel economy can be as low as 1.98 kWh/mi when traveling at higher speeds with fewer stops along a freeway.

Miscalculating the fuel economy can have significant repercussions not only for the expected range, which can affect service delivery, but also cost projections if the expected power or hydrogen demand is mismatched with infrastructure or supply, either over- or under-sized. Therefore, the first step to a successful electrification plan is the predictive modeling of operations for generic ZEBs.

**ROUTE MODELING**

Stantec’s approach to model the predictive energy requirements of an electrified fleet is to use the manufacturer’s expected fuel economy as a reference, but then to model the bus efficiency based on representative operational and ambient conditions of the fleet, while incorporating any real-world data that TTD can provide from their electric fleet. To capture how operational conditions can affect the fuel economy—and the energy/fuel requirements specific to the service area of TTD— Stantec uses its proprietary modeling tool called ZEVDcide, supplemented by strategic data collection methods (Figure 3).

ZEVDcide models the mechanical energy demand of ZEBs based on representative driving cycles. A driving cycle is a speed versus time profile that is used to simulate the vehicle performance, and consequently, the energy use. Stantec will develop custom driving cycles for each route in TTD’s system that incorporates the topography, average speed of routes, route length, traffic level, and number of stops using GTFS data and Google API, which collects real-world data on driving conditions, traffic levels, maximum and average speeds, and the overall roadway network.

Stantec believes this is a robust approach to modeling that responsibly balances data granularity and the cost to undertake the analysis.

**BUS PERFORMANCE MODELING**

The next step is to model the drivetrain power requirements specific to the acceleration profile from the driving cycles, also called “bus performance modeling”. To do so, ZEVDcide considers different vehicle specifications, such as curb weight and frontal area, to estimate the aerodynamic drag and rolling resistance coefficients.

Additionally, the power requirements from auxiliary components and from the HVAC system is configured for each vehicle type and according to current manufacturer designs. The vehicle specifications are then paired with the acceleration profile from the driving cycle to predict the energy efficiency and fuel economy specific to each route.

Since the analysis is created for a generic build of BEBs and FCEBs, the model estimates an energy efficiency independently

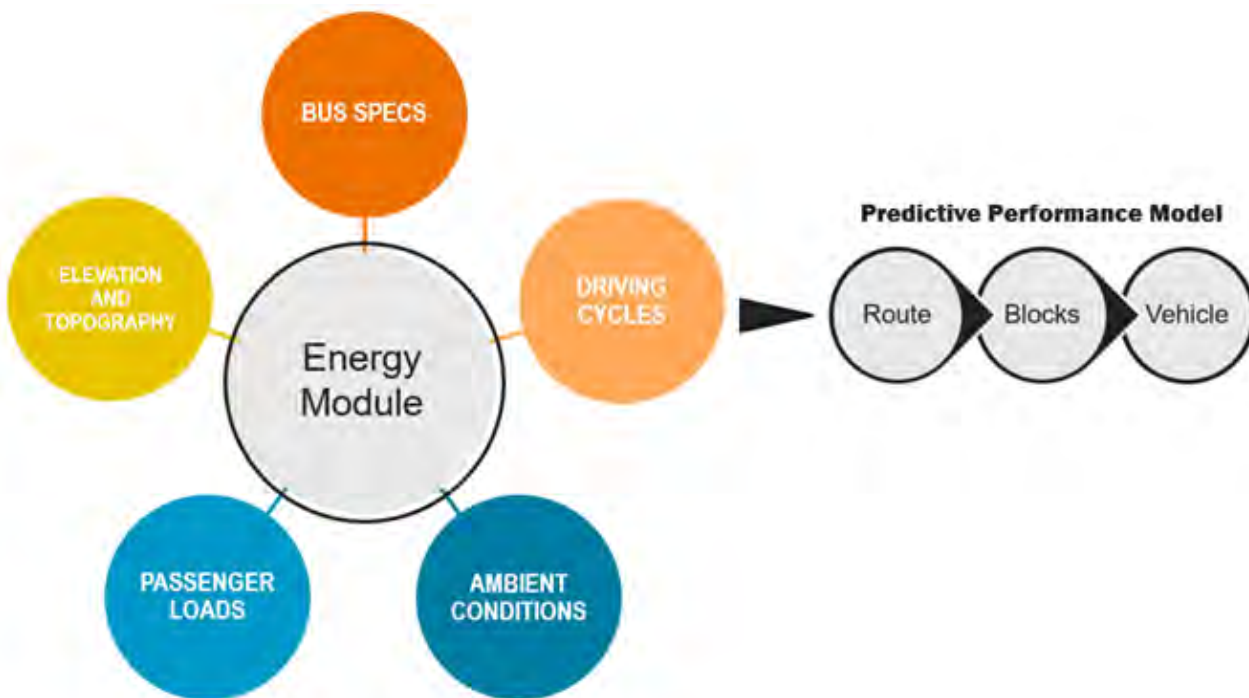


Figure 3: ZEVDcide input parameters for bus performance modeling

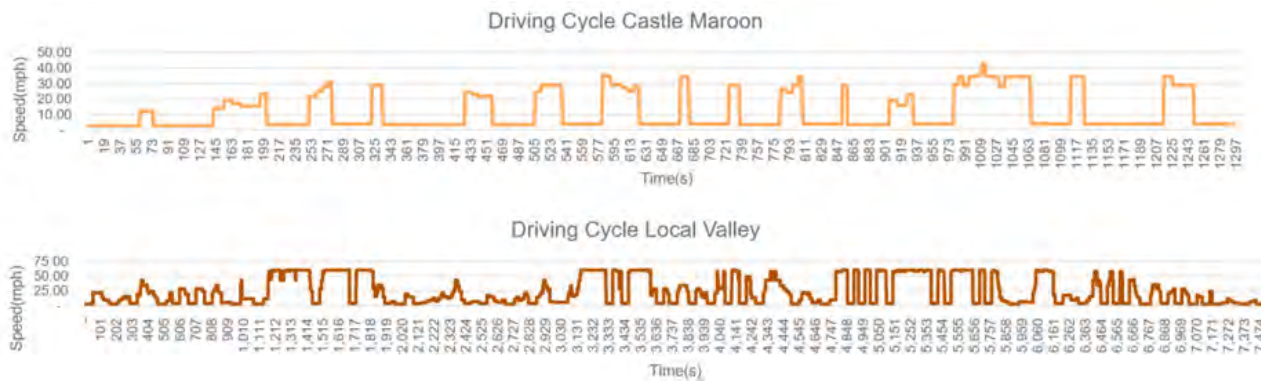


Figure 4: Example of custom driving cycles Stantec has developed

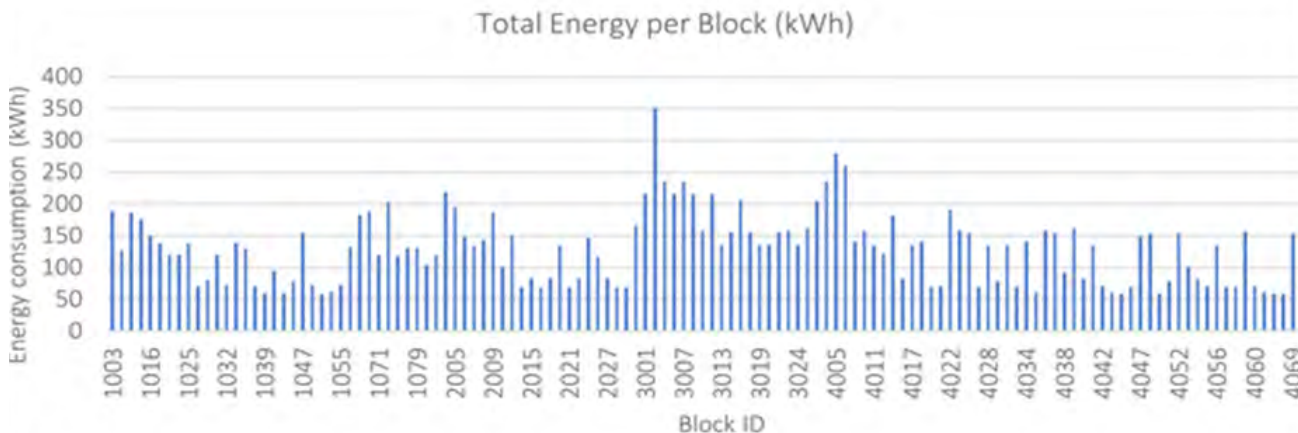


Figure 5: Example of energy consumption (kWh) of motor coach vehicle blocks for a commuter service. The modeling results show the variety in energy consumption that helps inform facility modifications, charging infrastructure, and utility demand

from fixed vehicle configurations, giving flexibility to the future fleet procurement to be fulfilled by one, or a combination, of vehicle manufacturers. Therefore, the resulting analysis will be vendor agnostic. Furthermore, the baseline vehicle specifications in the modeling will be established in collaboration with TTD staff to reflect the needs and preference of their fixed-route network (e.g., vehicle’s length, battery size, etc.).

Once the bus configuration is set, the powertrain power profile is modeled into fuel economy while considering passenger load, critical weather-related accessory loads (heating and cooling), and general mechanical power needed for vehicle acceleration.

**FLEET OPERATIONS REQUIREMENTS**

For fixed-route services, the calculated fuel efficiency is then combined with the route mileage and block configuration to calculate the energy requirements at the block level, as well as the state of charge (SOC) of the batteries at the end of each service day or hydrogen levels for FCEBs (Figure 5).

For TTD paratransit services, the predicted fuel economy is combined with vehicle utilization for each vehicle to predict the average SOC of the batteries and hydrogen usage at the end of the day to ultimately calculate the total fuel consumption. Since

the vehicle utilization varies from day to day for these demand-response services, Stantec relies on historical data provided by the agencies to develop a statistical analysis that generates the probability of vehicle conversion to ZEBs for these demand-response services.

The modeled efficiency will provide valuable information for future service planning that will be realistic and reliable because it is related to the expected range, SOC, fuel levels, and energy/hydrogen consumption. Furthermore, this analysis will identify the route conversion to ZEB feasibility and whether on-route charging is required due to range limitations or what schedule modifications can facilitate the route electrification. Lastly, a sensitivity analysis will be conducted to evaluate how factors like battery degradation, topography, climate, and passenger load affect the expected fuel economy.

**PREFERRED FLEET CONCEPT**

Once modeling is complete, we will understand not only the power and fuel requirements for a ZEB-equivalent fleet, but also the feasibility of each technology type for your service. Indeed, some blocks may be served by either FCEBs or BEBs, some may require on-route charging, others may require FCEBs, and some service may not be feasibly converted to a ZEB in a one-to-one manner from a conventional fossil fuel bus.

Next, Stantec uses a multiple criteria evaluation approach to outline the trade-offs to the fleet concepts and arrive at a preferred fleet mix that considers both quantitative and qualitative constraints and opportunities associated with each fleet concept.

By combining a cost optimization method together with the multiple criteria evaluation, the preferred fleet mix will be identified through a workshop session with the staff and pertinent stakeholders. Our analysis approach will help delineate the preferred fleet mix that will minimize overall costs while meeting all operational goals.

As part of the multicriteria decision analysis, Stantec will develop an in-depth comparison between BEB and FCEB operations to TTD's existing fleet, examining the trade-offs of each technology to assess how each function of the agency could get affected by the transition to either of these zero-emission technologies (Figure 6).

The 50-Point **ZEVCheck** will be use as a guiding pathway to evaluate the operating characteristics of BEBs versus FCEBs.

The analysis will include, but is not limited to:

- » Planning, scheduling, and run-cutting needs
- » Logistics for charging/fueling cycles
- » Maintenance equipment and facility infrastructure needs
- » Unscheduled and Scheduled Maintenance
- » Operator and Maintenance Staff Training
- » Warranties
- » IT technology requirements
- » Other infrastructure needs, such as for on-route charging (what and where, etc.)
- » Needs of disadvantaged communities
- » Operational Reliability and Performance
- » Safety Risks
- » Mid-life Overhauls for batteries and fuel cell systems

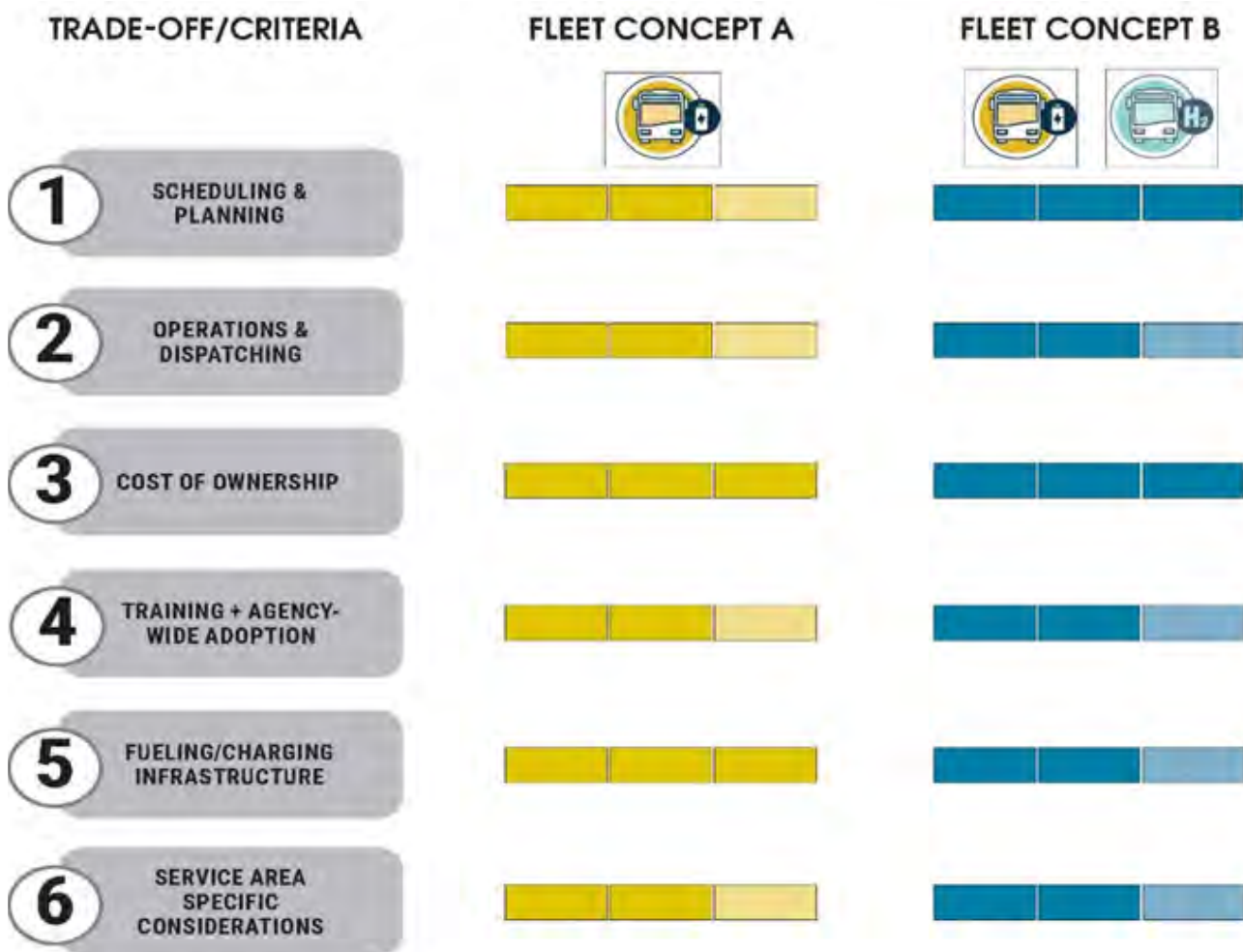


Figure 6: Example of Multi-Criteria Decision Process

Following the multicriteria analysis and selection of a preferred fleet concept, a vehicle replacement and ZEB conversion schedule will be developed that is feasible and realistic based on the needs of TTD, and adheres to the CARB ICT Regulation for a full transition by 2040.

Please note that the market scan summarizing available vehicle types for land-based and water-borne transit and analysis of BEB and FCEB procurement, fueling and charging characteristics, and operating costs will be developed as a part of the Existing Conditions Report in Task 2.

Deliverables for this task will be compiled into a Modeling Presentation which will include all of the activities detailed above.

#### **DELIVERABLE**

- » Modeling Summary (Presentation)

### **TASK 4: SYSTEM CHARGING FUELING INFRASTRUCTURE PLAN**

With a preferred fleet concept, Stantec's next task involves developing a facilities assessment that will detail what TTD must do as it moves towards a ZEB future. This includes leveraging the assessments of the facilities developed in Task 2, and the results of the modeling from Task 3 to inform the infrastructure sizing and determining any necessary equipment options. This task will include an analysis of:

- » Site evaluation for a new Operating Base and Maintenance Facility
- » Electrical infrastructure needs
- » Fueling/charging infrastructure needs
- » Maintenance equipment and facility infrastructure needs
- » IT technology requirements
- » Other infrastructure needs, such as for on-route charging (what and where, etc., based on locations identified during the field visit and assessment in Task 2)
- » TTD's current bus operations and maintenance training programs and recommendations
- » Charging profile and infrastructure power demand modeling

First, Stantec will complete a high-level evaluation of TTD's current operations and maintenance facility in South Lake Tahoe, in addition to up to three other potential locations, to understand the feasibility of these sites as future locations for TTD's ZEB operations and maintenance. The assessment will be based on the requirements for TTD's future fleet as determined through Task 3. Following this assessment, one location will be selected as the most feasible, which will be used as the basis for the more in-depth and detailed charging/fueling and infrastructure requirements detailed in this task.

#### **ANALYSIS OF ELECTRICAL INFRASTRUCTURE NEEDS**

The primary concern planning the infrastructure required to support a BEB fleet is the electrical capacity to charge the buses efficiently and effectively. Our experience with other transit agencies that have implemented successful fleet conversion programs has demonstrated that there are several factors that must be considered when developing a conversion plan, including early involvement of the local utility company and a strategic phasing plan.

The local energy demand to operate BEBs can be large and can exceed not only the capacity of the on-site electrical system but some cases, the local utility distribution system. For instance, we find that several of our clients at full BEB buildout require anywhere from five to ten times the amount of peak power demand compared to their current operations. Charging several vehicles simultaneously is not as simple as just plugging them in. Configuring the charging systems and the charger management system to provide maximum operating flexibility while minimizing required infrastructure upgrades is a key goal.

We will coordinate with NV Energy, Liberty Utilities, and other relevant entities to develop a strategy for BEB fueling infrastructure. This strategy includes but is not limited to interconnection for charging equipment and specific rates for charging infrastructure.

Since the BEB fleet conversion will be phased in, the infrastructure design needs to be able to grow incrementally without impacting daily operations. Vehicle and charger technology are changing rapidly, and improved systems are coming to market continuously. The infrastructure also needs to be able to have the flexibility to accommodate and take advantage of new, higher capacity and more capable BEB systems that will be available as the fleet transition is implemented. The electrical system design is one component of the overall infrastructure design. Fleet operations, maintenance, the service cycle, and yard management also must be considered since all the design components interact and impact the overall success of the system. The Stantec team will evaluate yard and fleet operations and incorporate that information into the overall infrastructure plan. Activities that will be performed under the Electrical Infrastructure Analysis include:

- » Forecasting the electrical charging needs based on the modeling while anticipating the growth or changes required when deploying an all-electric fleet
- » If hydrogen FCEBs are the final recommendation for the fleet, then the modeling will provide the power requirements to operate the refueling station as the necessary grid connection upgrade
- » Consideration of grid connection upgrades to the future infrastructure site
- » Evaluation of the existing depot electrical and operations infrastructure to project necessary upgrades to support the new fleet and future electrical demand from all activities managed by TTD

- » Coordination with the local electric utility to identify system capacities, when such capacity will be surpassed, and to confirm their ability to meet the projected energy demands
- » Preparation of a comprehensive infrastructure plan throughout the fleet transition period that identifies the required infrastructure upgrades, both internal to the TTD facility and local utilities (e.g., on-site transformer and conduit needs), and provide a phasing plan that will result in an infrastructure that can fully support the evolving fleet

**ANALYSIS OF YARD LAYOUT AND CHARGER LOCATION**

Introducing electric charging for buses at any given transit facility will only increase the complexity of the current circulation and parking situation. ZEBs will be implemented over time, thus requiring infrastructure for the current conventional vehicles, while introducing the recharging/ refueling equipment and related maintenance and servicing issues, which are different than that of fossil fuel vehicles.

This section will investigate alternative charging equipment and configurations, layouts, and the impacts on the operational flow during the transition and after full implementation. The deliverable, a conceptual site layout, will consider charger physical specifications (i.e., potential size), as well as proposed vehicle flow that considers the new areas for the charger cabinets, charger dispensers, and any additional electrical infrastructure to operate the chargers. Additionally, Stantec will develop a preliminary architectural and engineering design of the on-site electrical infrastructure upgrades required to support the BEB fleet out of the selected facility to support the fleet growth and potential mid-day charging requirements, if deemed necessary through the modeling exercise. Both of these site concept layouts will inform the order of magnitude cost estimates, which will be developed by our subconsultant partner Jacobus & Yuang, Inc.

**CHARGING PROFILE AND INFRASTRUCTURE POWER MODELING**

For a potential BEB solution, the fleet’s energy demand from the predictive modeling is combined with operational considerations—such as vehicle dispatching schedules—to estimate: 1) the ideal number of chargers, 2) charger capacity, and ultimately, 3) the power demand. Using the power requirements, as well as details from the service schedule, a charging profile is generated defining charging times and number of connected chargers to mitigate power demand during on-peak rate hours (Figure 7).

For the FCEB fleet, the modeling results are also combined with the operational considerations to finalize the fueling station configurations, which includes 1) the number of needed dispensers, 2) required flow rate of compressors to ensure service for the entire fleet during the available refueling window, 3) size of hydrogen storage and station capacity, 4) required grid connection upgrades, and 5) footprint for the station. The final design of any station will be directly related to the available refueling window and the dispatch hours of the vehicles.

**RATE MODELING AND FUEL COST**

The cost of electricity varies significantly depending on the time of day in response to varying demand and generation sources, i.e., demand charges and time of use rates. Stantec will coordinate with local utilities, including NV Energy and Liberty Utilities, to get information regarding relevant rate structures to be evaluated and to identify future cost of electricity when charging an electric fleet. Figure 6 is an example of charging optimization where minimal charging during peak hours helps mitigate the cost of electricity while charging at off-peaks is maximized to avoid excessive power peaks that would result in costly grid connection upgrades.

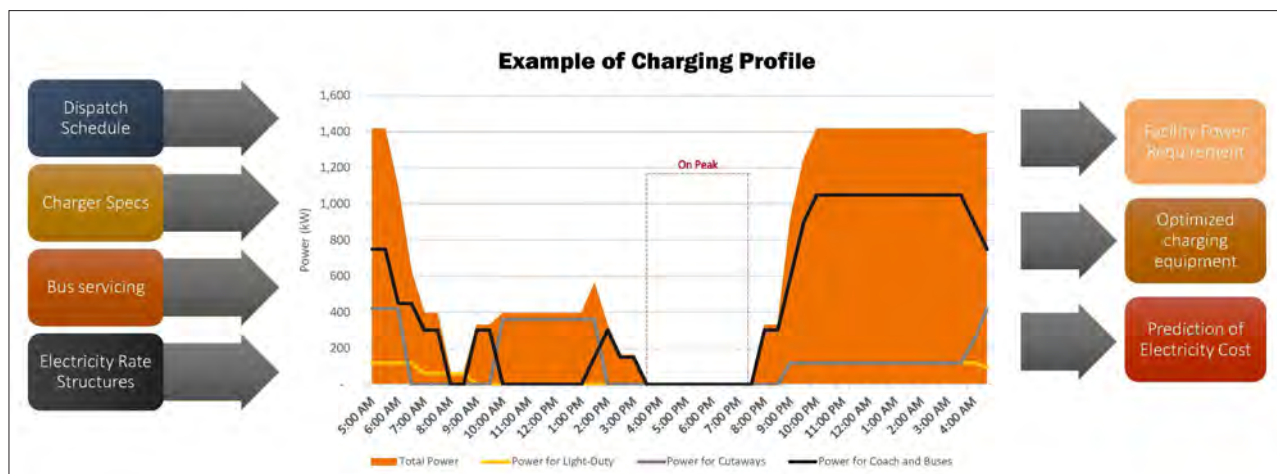


Figure 7: Example of Charging Profile for a Fully Electrified Fleet



**ANALYSIS OF YARD LAYOUT WITH HYDROGEN REQUIREMENTS**

If hydrogen FCEBs are the preferred fleet alternative, the fleet's hydrogen demand is then combined with operational considerations – such as time window for refueling buses and available footprint – to estimate 1) max capacity of the hydrogen station in kg per day, 2) hydrogen- storage capacity, 3) number of dispensers, 4) power requirement of the station, and 5) overall equipment specifications (e.g., flow rate of dispensers, capacity of the compressors, etc.). The deliverable will be the hydrogen station footprint, as well as a layout concept with a proposed vehicle flow that considers the new hydrogen refueling area (Figure 8).

**WORKFORCE TRAINING REVIEW AND RECOMMENDATIONS**

As part of this task, Stantec will review TTD's current bus operations and maintenance training programs and present recommendations to ensure TTD employee have the skills and training necessary to operate and maintain ZEBs. We will begin with a review of TTD's current training program and procedures for the three BEBs TTD currently operates. We will leverage information provided by OEMs regarding minimum recommended training for operations and maintenance staff and the California statewide contract procurement for ZEBs, as well as other resources including the California Training Consortium, National Transit Institute, ZEB University program, Zero Emission Bus Resource Alliance, and others. This review will allow us to identify gaps in TTD's current workforce training program and make recommendations for improvement.

The deliverable for this task will be a Charging/Fueling/Infrastructure Strategy presentation that summarizes all of the activities, including charging/fueling strategy, analysis and findings of the site evaluation, site plan and infrastructure requirements, coordination with utilities, on-route charging needs and locations, charging profile and power demand modeling, and workforce training considerations. We recommend a presentation as the optimal format for these deliverables so that Stantec and the TTD team can have a collaborative discussion regarding the charging and fueling plan prior to development of the final ZEB Rollout Plan.

**DELIVERABLE**

- » Charging/Fueling/Infrastructure Strategy (presentation)

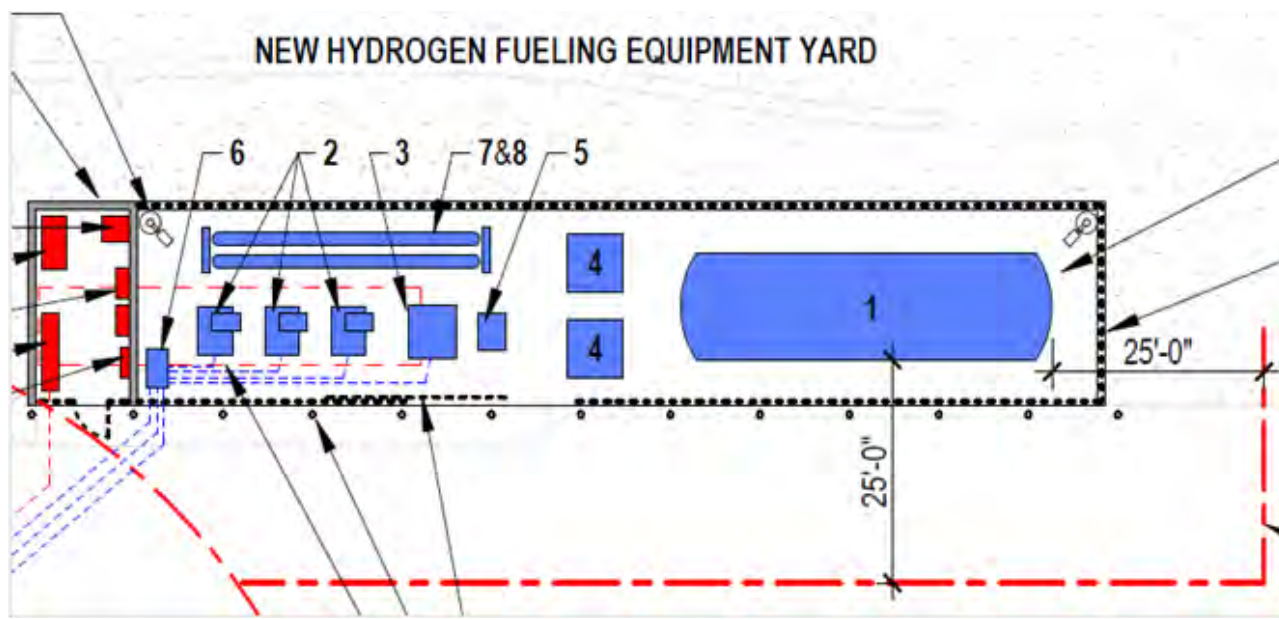


Figure 8: Example of hydrogen refueling plant as a concept design

### TASK 5: ESTIMATE GHG REDUCTION BENEFITS OF ZEB FLEET CONVERSION

Following the development of charging/fueling and infrastructure requirements, Stantec will utilize ZEVDecide to complete a GHG impacts analysis, which will quantify the GHG emissions reductions TTD will achieve by transitioning to a ZEB fleet. ZEVDecide's GHG impact analysis incorporates both tailpipe and upstream emissions (GHG emissions associated with the production of the energy source). Our calculations are presented in tons of CO2 equivalent, which is calculated using the short-term 20-year global warming potential of CO2, methane, black carbon, and particulate matter. We calculate the upstream and tailpipe emissions associated with the future ZEB fleet as well as if TTD were to continue with its current fleet makeup, and present the difference between the two fleets. We convert our findings in metric tons using an EPA calculator to show "equivalent benefits" (Figure 9) – we have seen this be especially beneficial in presenting findings in an impactful way to stakeholders and the general public.

As specified by the scope of work, we will also present the findings in terms of passenger miles. The analysis and outputs of the GHG analysis will be incorporated into the draft and final ZEB Rollout Plan.

Replacing the **Fossil Fuel** fleet with **FCEBs** is equivalent to:





-  Eliminating **4,725,244** gallons of diesel being consumed
-  Recycling **16,645 tons** of waste rather than landfilling
-  Reducing the need to plant **795,404 seedlings** grown for 10 years
-  Eliminating the energy use from **6,059 homes** for one year

Figure 9: Equivalent benefits of implementing a hydrogen fleet calculated as part of our GHG analysis

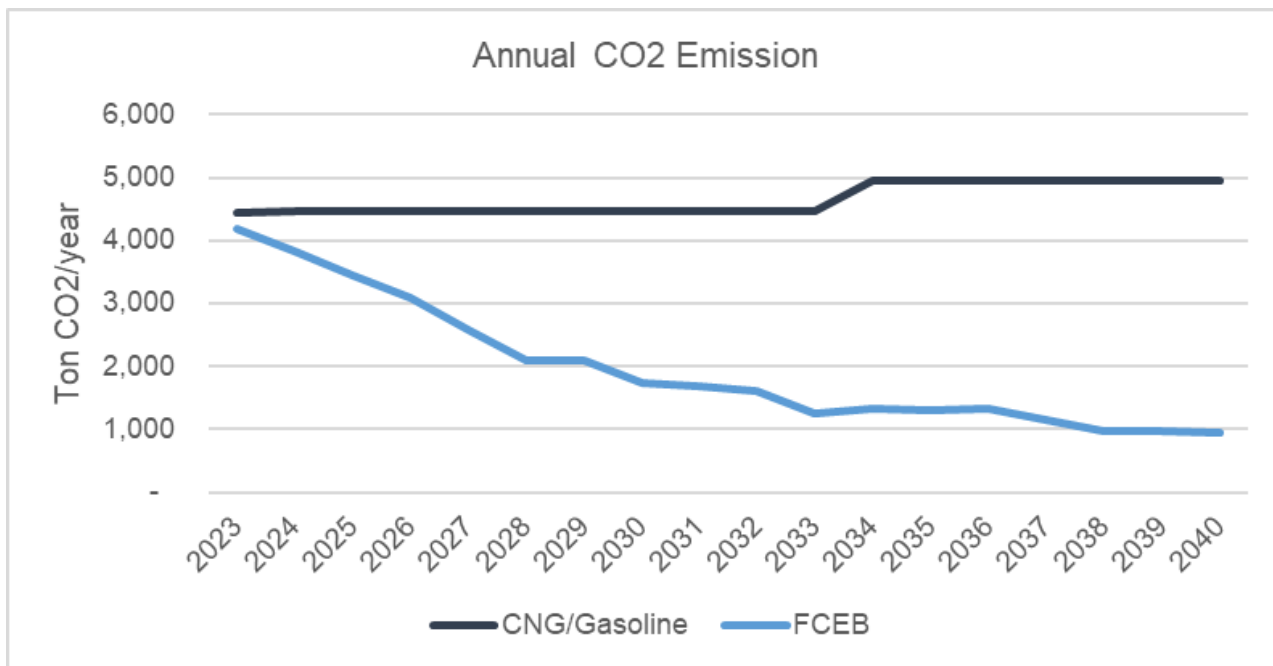


Figure 10: GHG analysis comparing the "base case fleet" to the "ZEB case fleet" demonstrating the annual tailpipe and upstream emissions reduction between 2023 and 2040

## TASK 6: DEVELOP PLAN-LEVEL COST ESTIMATES

Status quo cost projections are important as they allow us to contrast and compare the difference between the current fiscal reality of base case conditions, and your ZEB future which is likely to incur additional costs. There may be “sticker shock” for policy and decision makers during this transition. Conveying that messaging will be important.

Stantec’s analysis will reveal what TTD’s costs would be if the current propulsion type remains in place until 2040 (to remain in compliance with ICT timelines)—a status quo (or base case) scenario assuming fleet growth and service hours per TTD’s expansion plans. Our status quo cost projections will include the current cost of fleet operations including maintenance, fueling, bus replacement frequency and other relevant factors such as major midlife/overhaul costs, etc. Next, Stantec will apply a discount rate to future cash flows to ensure all costs are presented in 2023 dollars. Stantec will compile all the costs related to owning and operating a ZEB fleet, taking into account the transition period where a combination of ZEB and diesel/gasoline vehicles will be in operation. This analysis will also be used to refine the implementation plan and all the requirements of a full transition plan. We present our approach for each of the key cost categories listed below.

### VEHICLE COSTS

Stantec will derive capital ZEB costs based on our extensive database of costs derived from past experiences, in particular, basing our assumptions stage contract pre-agreements, such as the California Department of General Services quotes for ZEB for California agencies, or the Washington procurement contract lists. Stantec also maintains a database of recent peer purchase prices so we can accurately monitor fluctuations in the marketplace with the supply of ZEBs increasing. Stantec has also conducted a literature review and has established a price trend for the cost of vehicles over the next 20 years that accounts for purchase price reductions due to economies of scale with a balance of the offer-demand dynamic that will occur once these technologies are mature and fully penetrate in the market.

### DIESEL AND GASOLINE FUELING

Though current fueling will ultimately be phased out as the agency transitions to ZEB technologies, it will remain a critical element of TTD’s bus strategy up to the 2040 timeframe or beyond. Accordingly, Stantec understands that determining the cost of diesel/gasoline through the transition will be an important metric and basis of comparison versus the cost of the future ZEB-based ‘fuels’.

In order to determine these costs, Stantec will examine the key variable constituent cost of diesel/gasoline. These costs will be determined by studying TTD’s current and recent expenditures in these areas, as well as by researching anticipated trends and reviewing historical data of diesel fuel prices over the past five years. Based on the information reviewed, Stantec will make a best available projection on the price of diesel/gasoline in the future to serve as a baseline for cost comparison. The

projection method could be based on historical costs or based on existing Energy Information Administration forecasts, or a combination of both. All these fuel-cost elements will then be extrapolated and mapped over the course of the ZEB-transition timeframe as a basis for understanding the comparative delta to fuel costs associated with the ZEB-compliant alternatives.

### ELECTRICITY AND HYDROGEN FUEL

The cornerstone for bus fleet energy demands can be determined through detailed modeling of the individual bus routes as described previously. These detailed models will be used to evaluate bus operation and charging requirements, or fuel capacity requirements for FCEBs, and will form the basis for evaluating the charging/fueling infrastructure that will be required as well as the timing and cost of the energy supplies.

To calculate the cost of electricity, Stantec will work with the TTD to first understand what the TTD is currently paying for electricity for their current BEBs. Stantec will work with Liberty Utilities and NV Energy to define near-term electricity costs and tariff structures to develop a cost baseline for evaluating charging alternatives, based on potential charging locations selected in Task 4. Costs will also be estimated out for a 20-year lifecycle cost analysis of each ZEB option. Hydrogen costs will be based on market research of current costs and anticipated rates. This information will then be used to make reasonable projections for the cost of electricity (and hydrogen) over the next twenty years. Our team will compile data from agencies that operate BEB and FCEBs, as well as data from OEMs to get a wider picture of the fuel cost. Furthermore, historical data from demonstration projects across the country for the different bus technologies has already been collected and analyzed to create a cost library that will supplement the cost projections.

### BEB CHARGING INFRASTRUCTURE

Determining the holistic costs for BEB-charging infrastructure at a given division will have many factors, all of which the Stantec team has recent experience designing and implementing. The capital-cost factors for in-yard charging that may be considered include:

- » Offsite utility distribution and primary feeder
- » Onsite transformer(s)
- » Utility service and metering
- » Associated civil-site upgrades
- » Onsite distribution, conduits and wiring
- » Full-power charger and dispensers in yard
- » Lower-power charger in maintenance bays
- » Consideration to incorporate onsite energy storage
  - Support infrastructure for chargers and dispensers, including possible overhead gantries to support inverted pantograph dispensers
- » Robust IP and data pathways
- » Considerations for phasing and associated inflation
- » Consideration of onsite power generation

A final consideration that Stantec will evaluate is possible inter-agency sharing of infrastructure and costs for opportunity chargers. Given the standards-based interface for opportunity chargers (J3105 pantograph), cooperative development may be appropriate. The capital cost assessment will be conducted by our partner Jacobus & Yuang, Inc. through Rough Order of Magnitude Estimates for the location of TTD's future operations and maintenance facility, which will have been determined as a part of Task 4.

**HYDROGEN FUELING INFRASTRUCTURE**

To the extent that the modeling and TTD/Stantec team's evaluation calls for implementation of FCEB propulsion within the system, appropriate capital cost modeling will be developed on a per-facility basis as appropriate. Jacobus & Yuang, Inc. will be developing a Rough Order of Magnitude Estimate for the future facility. Hydrogen fuel can be derived and implemented in a range of modes. Accordingly, the infrastructure cost modeling will be broken out based on technical approach, and will contain a combination of the following capital cost elements as applicable:

- » Offsite utility distribution and primary feeder.
- » Onsite transformer(s) or upgrades
- » Metering or upgrades
- » Onsite distribution, conduits, and wiring
- » Hydrogen fuel supply
- » Water electrolysis – includes requirements for very high input electrical energy
- » Gaseous hydrogen via tube-trailer exchange
- » Liquefied hydrogen via tanker truck
- » High-pressure compression of gaseous hydrogen – 350 bar / 5,000 PSI
- » Addition of gaseous-detection and alarming systems at the maintenance buildings to account for hydrogen
- » High-pressure pumping of liquefied hydrogen (also 350 bar) with heat exchanger to produce high-pressure gas
- » Gaseous H2 dispensing infrastructure

- » Considerations for phasing and associated inflation, since the build out of the ZEB fleet will likely take more than 10 years to complete
- » Consideration of onsite power generation,
- » Modifications to maintenance buildings air circulation system to account for use of hydrogen and to comply with current codes and standards.
- » High-pressure buffer storage

**ADDITIONAL GENERAL CAPITAL COSTS**

A final factor that relates to facility cost and implementation of either ZEB-propulsion technology is the phase out and decommissioning of the existing diesel infrastructure at TTD's facilities. Other facility modifications that may be required will be included in the recommendations and cost estimates as well, modifications such as maintenance bay upgrades, yard layout changes, and hydrogen related detection systems. All capital cost estimating will be led by Stantec Team's dedicated cost estimator, Jacobus & Yuang, Inc. Additionally, the specific and ever-evolving technical details and specialty equipment costs for charging and hydrogen systems will be coordinated by Stantec's charging- and hydrogen-infrastructure specialists.

**ZEB AND BASE CASE FINANCIAL REPORT**

Once Stantec has evaluated capital, operations, refurbishment, and maintenance costs from a start-up and lifetime perspective for the recommended propulsion technology, we will be able to finalize the ZEB scenario of our financial modeling, for comparison to the status quo (or base case) scenario previously developed. What will be most noteworthy is how forecasted costs – both capital and O&M – compare between the two scenarios, as this will give an indication of where incremental funding may be required, or where cost savings may materialize. Findings will be synthesized and communicated in discounted 2023 dollars to allow for an apples-to-apples comparison between the scenarios (Figure 11). This is an important step as it will strengthen the business case that acts as the foundation for the ZEB Rollout Plan's implementation.

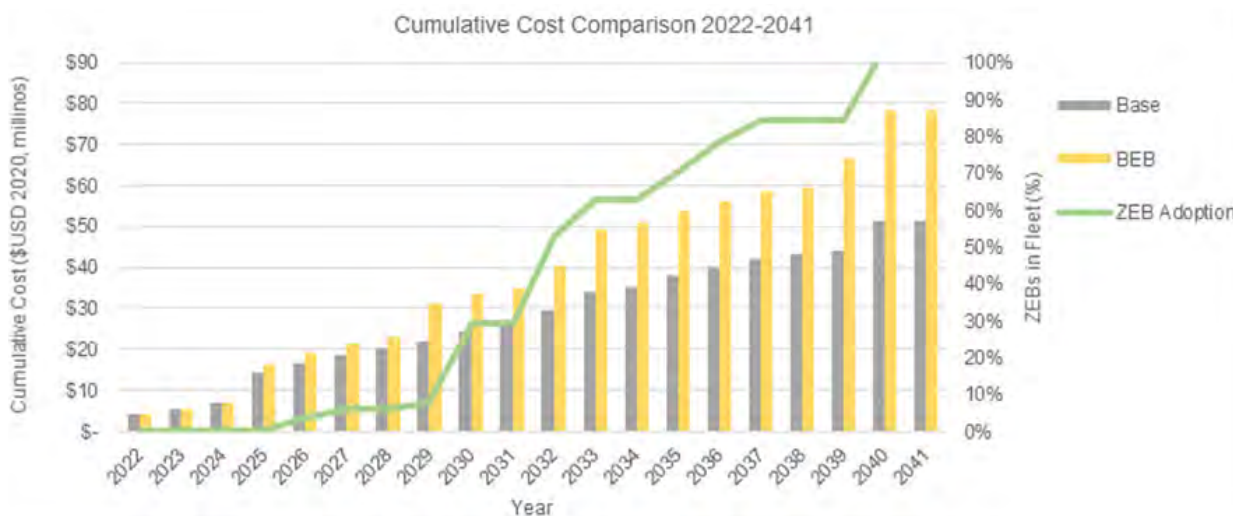


Figure 11: Example of financial results modeling for Cumulative Total Costs for the ZEB Case vs the Base Case.

Stantec will evaluate the yearly total cash flow assuming a twenty-year lifecycle from ZEB implementation and will compare it to the diesel base case. It is in the comparison of ZEB implementation against the "business as usual" scenario that provides the most compelling quantitative analysis in support of the ZEB business case.

Stantec relies on Microsoft Excel for ZEB financial modeling exercises. Excel is the preferred modeling program for the following reasons:

- » It is a format that the transit industry is familiar with, so TTD can be confident that it will have a good understanding of the financial model's inputs, operations, and outputs.
- » Allows for transparency, whereas other financial modeling software programs tend to be a "black box" whereby one can easily view the inputs and outputs, but how the model functions in its core is largely a mystery; this does little to instill confidence in the minds of decision-makers.
- » Allows for the development of inputs and outputs dashboards, easily facilitating not only the analysis but also documentation and integration of the results with other elements of the ZEB Rollout Plan.

Financial analysis and cost estimates will be presented in the draft and final ZEB Rollout Plan.

**DELIVERABLE:**

- » Plan-level cost estimates

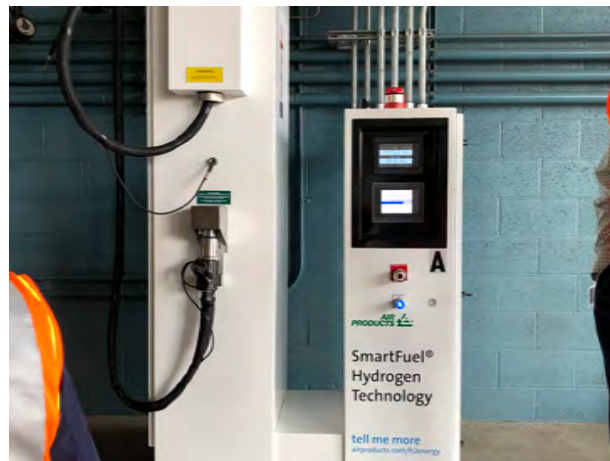
**TASK 7: IDENTIFY POTENTIAL FUNDING SOURCES AND STRATEGIES AND IMPLEMENTATION PLAN/NEXT STEPS**

Identifying sources of funding is an essential, and perennial concern for all transit agencies. Stantec will provide a fulsome review of the possible avenues for applicable funding incentives and other competitive funding sources available to TTD. Although a complete list of funding incentives and sources will be established during the study, we will at a minimum detail the process and potential return for seeking the following list of funding sources:

- » The Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), where a voucher application process could offset the cost of a new ZEB vehicle by \$120,000 - \$175,000 USD.
- » H2 infrastructure where up to \$100,000 for equipment cost for each fuel cell voucher.
- » EnergyIIZE Commercial Vehicles infrastructure voucher program to support the infrastructure deployment.
- » The Low Carbon Fuel Standard, where agencies using fuel and fuel blend stocks with carbon intensity below the established threshold receive credit incentives, with additional incentives for electric/hydrogen powered charging stations.
- » State Transit Assistance
- » Proposition 1B Transit Capital/Transit Security Funding
- » Low-Carbon Transit Operations Program (LCTOP)
- » 5307/5309/5311 Funds
- » Opportunities for leasing vehicles and/or electric bus batteries, where some suppliers have leasing programs available.
- » FTA Low or No Emission Vehicle Program (Low-No)
- » FTA Bus & Bus Facilities
- » FTA Tribal Transit
- » NHTSA Autonomous Funds
- » USDOT BUILD (formerly TIGER)
- » DOT Autonomous Program
- » Beneficiary Mitigation Plans for Volkswagen Settlement Funding
- » Community Air Protection Program (CAPP)
- » Carl Moyer Funding
- » District DMV (AB923 & AB2766)
- » AB617 Protections thru New Select CAP Investments
- » Electric Program Investment Charge (EPIC)
- » Transit and Intercity Rail Program (TIRCP), which applies to both urban/intercity and BRT

**DELIVERABLE:**

- » Summary of potential funding sources



## **TASK 8: DRAFT AND FINAL ZEB CONVERSION PLAN**

To concisely tie together the entire scope of the project, the Stantec team will prepare a final, cohesive and concise report that summarizes the work of all previously completed tasks. Our Project Manager will take the lead on the final report to ensure all deliverables are being met and clearly stated throughout the entire report. Our team also understands the critical importance of the delivery of the project and its findings; accordingly, our Project Manager and the entire Stantec Team will work closely with TTD to develop presentations and summaries that can be utilized for various presentations and meetings. Our presentations will solicit feedback, respond to questions, and resolve critical issues.

The final report will include an executive summary and the main body of the report will be organized in a logical manner which includes all previously described tasks and deliverables, and also takes into consideration other findings, assessments, evaluations, conclusions, and strategies uncovered over the course of the project. A clear rationale for the recommended ZEB technology(s) will be provided, which will be supported by a compelling business case and a summary of associated operating and capital costs for the transition to this ZEB technology.

The ZEB Rollout Plan will also include a phased, year-by-year implementation plan to help guide TTD through the ZEB transition period. Stantec will compile and review prior outputs regarding the preferred fleet alternative, fleet needs, fueling needs, site plans, energy requirements, and cost estimates and budgets to develop strategic steps for a ZEB phasing plan.

Part of this analysis includes workshoping with staff and testing various phasing scenarios to help address key implementation challenges, such as:

- » Alignment with other ongoing planning efforts related to transit service
- » Alignment with other construction or capital projects at the transit facility and/or related facilities
- » Ensuring that fueling/charging equipment is phased in a logical manner to minimize construction disruptions and reduce operational constraints
- » Assessment of potential policy and legislative developments that could impact the implementation of ZEB technologies
- » Ensuring that fueling/charging equipment is phased in prior to vehicle procurements to support ZEBs
- » Refining ZEB procurement phasing/fleet replacement plan that leverages TTD's fleet management plan that remains in compliance with ICT mandate goals and timelines

This phasing strategy will be able to identify necessary short, middle, and long-term strategies for a successful transition to zero-emission vehicles.

For other agencies, the outline Stantec has used and which we propose for this report includes:

- » Introduction
- » Summary of existing conditions
- » Block-level modeling results
- » Preferred fleet composition concept
- » Fleet procurement strategies
- » Facility and infrastructure modifications
- » Workforce training
- » Potential funding sources and financing
- » Financial analysis/impact
- » Other transition items
- » Phasing and Implementation

The draft Rollout Plan will be presented to TTD's Program Implementation Committee (PIC), TRPA/TMPO Governing Board, SAC, and at the second public meeting for review and feedback.

Based on the input and feedback received from these stakeholders, Stantec will update the draft report and finalize for submission based on one consolidated round of comments. The final ZEB Rollout Plan will be presented at TTD's Board Meeting.

Cover or title page of the draft and final Rollout Plan will include credit for the financial contribution of the Sustainable Transportation Planning Grant Program to FTA, FHWA, and/or Caltrans.

### **DELIVERABLES**

- » Draft ZEB Rollout Plan
- » Final ZEB Rollout Plan
- » Powerpoint for meetings

# Proposed Project Schedule

The proposed schedule is based off a Notice of Intent to Award Contract date of August 30, 2023. The schedule proposes a 12-month timeline for completion. This is based on Stantec's previous experience completing similar projects for agencies of a similar size.

TASK	Tahoe Transportation District Zero Emission Fleet Conversion Plan											
	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024
Task 0: Project Management	A	A	A	A	A	A	A	A	A	A	A	A
Task 1: Public Outreach	B		C		D						E, C	
Task 2: Existing Conditions Report				F								
Task 3: Zero Emission Transit Options Analysis						G						
Task 4: System Charging Fueling Infrastructure Plan									H			
Task 5: Estimate GHG Reduction Benefits of ZEB Fleet Conversion												
Task 6: Develop Plan-Level Cost Estimates												
Task 7: Identify Potential Funding Sources and Strategies and Implementation Plan/Next Steps												
Task 8: Draft and Final ZEB Conversion Plan										I		J

Please note that this schedule reflects a timeline that requires TTD to provide all requested data no more than 10 business days from request, as well as timely feedback and comments on draft deliverables.

**Deliverables**

- A Monthly Progress Reports
- B Establish Stakeholder Database and SAC
- C SAC Meetings and Summaries (4 total)
- D Public Meeting 1 and Summary
- E Public Meeting 2 and Summary
- F Existing Conditions Report
- G Modeling Summary (Presentation)
- H Charging/Fueling/Infrastructure Strategy (Presentation)
- I Draft Rollout Plan
- J Final Rollout Plan

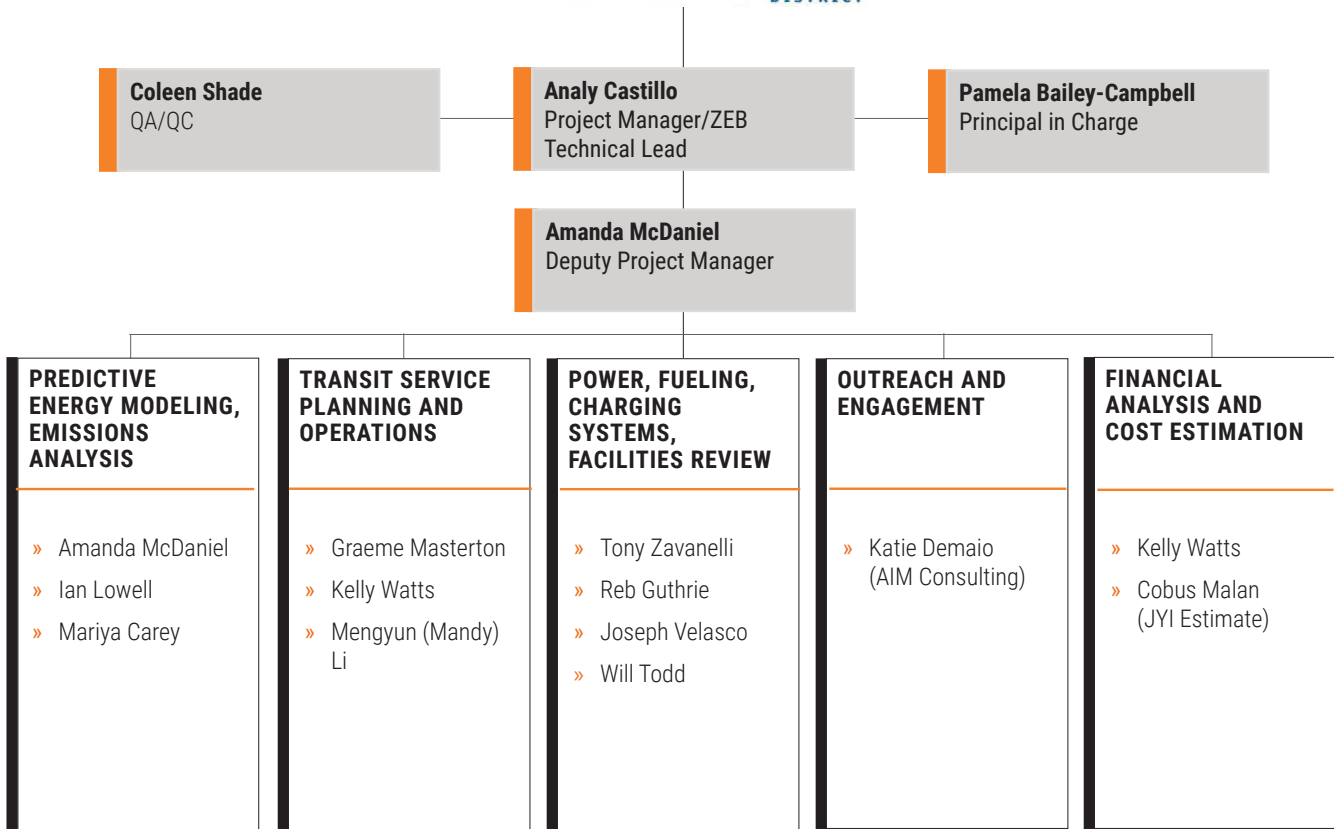
# Staffing

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# Staffing





## Pamela Bailey-Campbell

*Principal in Charge  
Stantec*

### EDUCATION

Master of Business Administration,  
University of Denver

Bachelor of Science, Biology,  
Missouri Southern State University

### REGISTRATIONS

None

### YEARS EXPERIENCE

4 year with Stantec

33 years total

**Pamela Bailey-Campbell** is a member of Stantec's Smart Mobility team and a nationally recognized transportation leader with 30 years of experience serving as project manager and executive advisor to public sector clients for including funding for emerging practices and technologies. Pamela has provided comprehensive advisory services to a broad range of clients including transportation agencies, municipalities, departments of transportation and non-profits across the US and Canada. Pamela is a former CFO for a transportation agency and helps clients to create new revenue strategies and secure non-traditional funding. She is also a leader in Smart Mobility projects including a prominent role on the recently released TCRP report reviewing the state of the practice for low-speed automated vehicles. She is also currently the Deputy Project Manager for the Las Vegas GoMed project, deploying connected and autonomous shuttles in regular service for the Regional Transportation Commission of Southern Nevada in the Las Vegas medical district. She also recently completed work with National Cooperative Highway Research Program (NCHRP) on nine critical topics covering the benefits and challenges related to various automated and shared mobility including items such as safety, data sharing and governance, and associated infrastructure requirements. Pamela has served as Principal in Charge, Project Manager, and/or QA/QC Lead on the following projects:

### PROJECT EXPERIENCE

- » Sacramento Regional Transit Short-Range Transit and Zero-Emission Bus Plan, Sacramento, CA
- » Ventura County Transportation Commission ZEB Fleet Rollout Plan, Ventura, CA
- » Gold Coast Transit ZEB Rollout Plan, Oxnard, CA
- » Butte County Transit Services, Chico, CA
- » StanRTA ZEB Rollout Plan, Modesto, CA
- » Calaveras County Association of Governments ZEB Analysis, San Andreas, CA
- » Charleston Area Regional Transit Authority Electric Bus Master Plan, Charleston, SC
- » Ann Arbor Area Transit Bus Propulsion Study, Ann Arbor, MI
- » Canada Infrastructure Bank Zero Emission Buses, Canada
- » RTC of Southern Nevada, Las Vegas Medical District Automated Circulator and Connected Pedestrian Program, Las Vegas, NV
- » Autonomous Shuttle Deployment and Living Lab, CO
- » Las Vegas Medical District Automated Circulator and Connected Pedestrian Program, Las Vegas, NV
- » Transit Cooperative Research Program (TCRP) - Low Speed Autonomous Shuttle Vehicles (LSAVs), Washington D.C.
- » National Academy of Sciences National Cooperative Highway Research Program Topical White Papers for Automated Vehicles and Shared Mobility, Washington D.C.
- » New England Connected Vehicle and Automated Vehicle Legal and Regulatory Assessment, New England



**Analy Castillo, Ph.D.**

*Project Manager*  
Stantec

### EDUCATION

Ph.D. Environmental Engineering,  
University of California

Master of Science, Environmental  
Engineering, University of California  
Irvine

Bachelor of Science, Chemical  
Engineering, Rafael Landivar  
University, Guatemala

### YEARS EXPERIENCE

3 years with Stantec

11 years total

Transitioning to 100% ZEBs is an unprecedented challenge for transit agencies. For over a decade, **Analy Castillo** has brought hydrogen fuel cell and battery-powered buses to city streets. Driven to improve air quality, Analy became passionate about environmental sustainability as uncontrolled growth in the cities of her native country, Guatemala, turned blue skies to gray. After moving to California, Analy found like-minded colleagues in UC Irvine's Advanced Power & Energy PhD Program where her ZEB research included the first hydrogen fuel cell pilot programs in Orange County. Her research and publications have influenced policymakers and ZEB regulations. A model she developed for her thesis optimizing ZEB phasing is now being used by our transit team. This model, ZEVDecide, helps transit agencies determine their unique mix of battery and hydrogen fuel cell buses based on the terrain, routes, and infrastructure. As a consultant, her expertise in the systems, operations, and planning impacts related to ZEBs makes her invaluable to clients. Analy has served as project manager and predictive energy modeler on the following projects.

### PROJECT EXPERIENCE

- » Ann Arbor Area Transportation Authority Bus Propulsion Plan, Ann Arbor, MI
- » Anaheim Transportation Network Zero Emission Bus Modeling & Analysis, Anaheim, CA
- » Arlington Transit BEB Charging Infrastructure Plan, Arlington, VA
- » Beach Cities Transit Services Study, Redondo Beach, CA
- » Ben Franklin Transit Zero Emission Bus Rollout Plan, Richland, WA
- » Butte County Association of Governments, CA
- » Calaveras County Transportation Authority Zero Emission Bus Rollout Plan, Calaveras County, CA
- » Charleston Area Regional Transportation Authority Electric Bus Master Plan, Charleston, SC
- » City of Elk Grove e-Tran Zero Emission Bus Fleet Transition Plan, Elk Grove, CA
- » El Dorado County Transportation Commission Zero Emission Bus Fleet Conversion Plan, Placerville, CA
- » Gold Coast Transit District Zero Emission Bus Rollout Plan, Oxnard, CA
- » Golden Gate Bridge Highway and Transportation Department Zero Emission Bus Rollout Plan, San Francisco, CA
- » King County Metro Interim Base Electrification, WA
- » Kings County Association of Governments Zero Emission Bus Implementation Plan, Leemore, CA
- » Metropolitan Water District of Southern California Districtwide Zero & Near Zero Emissions Fleet Infrastructure Conceptual Transition Study, Southern California
- » Napa Valley Transit Authority Zero Emission Bus Rollout Plan, Napa, CA
- » Niagara Falls Transit Zero Emission Bus Rollout Plan, NY
- » Norwalk Transit Zero Emission Bus Rollout Plan, Norwalk, CA
- » Orange County Transportation Authority Zero Emission Bus Rollout Plan, Orange, CA
- » Riverside Transit Agency Zero Emission Bus Rollout Plan, Riverside, CA
- » Santa Barbara MTD Zero Emission Bus Rollout Plan, CA
- » Santa Barbara County Association of Governments Central Coast Zero-Emission Vehicle Strategy, Santa Barbara, CA
- » Santa Monica Big Blue Bus Charging Infrastructure Plan, Santa Monica, CA
- » Stanislaus County RTA Zero Emission Bus Rollout Plan, Stanislaus, CA
- » Tuolumne County Zero Emission Bus Rollout Plan, Tuolumne, CA
- » Ventura County Transit Authority Zero Emission Bus Rollout Plan, Camarillo, CA
- » Washington Metropolitan Area Transportation Authority Bladensburg BEB Charging Infrastructure Plan, Washington, DC



**Amanda McDaniel, MPL**

*Deputy Project Manager*  
Stantec

### EDUCATION

Master of Arts, Urban Planning  
(Concentration: Transportation  
Planning & Sustainable Land Use  
Planning), University of Southern  
California, Los Angeles, California

Bachelor of Arts, Geography  
(Concentration: Urban Geography,  
Cultural Geography, Human-  
Environment Interactions, and GIS,  
University of North Texas, Denton,  
Texas

### MEMBERSHIPS/ ASSOCIATIONS

Women in Transportation (WTS),  
Los Angeles Chapter

Young Professionals in  
Transportation, Los Angeles Chapter,  
Deputy Chair

American Planning Association,  
AICP Candidate Program, California

### YEARS EXPERIENCE

3 years with Stantec

3 years total

**Amanda McDaniel** brings a diverse background—ranging from spatial analysis, nonprofit work, and land use planning—to provide a truly comprehensive viewpoint to transit analysis and consulting. A recent graduate of USC's Master of Urban Planning program, Amanda has had the opportunity to analyze transit and urban mobility projects in both professional and academic settings. During her graduate studies, Amanda spent time working with the Los Angeles County Metropolitan Transportation Authority (LA Metro), where she gained firsthand experience in both transit asset management planning and mobility corridors planning, assisting with feasibility studies and environmental reviews for future transit lines in Los Angeles County. Amanda brings her public-sector experience to her current role to respond to the needs of clients on a range of transit, transportation, and urban mobility projects, focusing on community and responding to the unique needs and contexts of each community she provides services to. Amanda served as Transit Planner, Predictive Energy Modeler, and/or Deputy Project Manager on the following projects.

### PROJECT EXPERIENCE

- » Ben Franklin Transit Fleet Conversion to Zero Emissions Study, Richland, WA
- » Gold Coast Transit District ZEB Rollout Plan and Analysis, Oxnard, CA
- » Santa Barbara MTD Facilities Master Plan, Santa Barbara, CA
- » City of Elk Grove Zero Emission Bus Fleet Transition Plan, CA
- » Golden Gate Transit ZEB Rollout Plan & Analysis Services, CA
- » El Dorado County Transit Zero Emission Bus Rollout Plan, El Dorado County, CA
- » Tuolumne County Transit Agency Zero Emission Bus Rollout Plan
- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » Roaring Fork Transportation Authority Zero Emission Bus Rollout Plan, Glenwood Springs, CO
- » Zero-Emission Bus Analysis, Infrastructure Analysis and Rollout Plan for Lassen Transit Service Agency and Plumas Transit Systems, Lassen County, CA
- » Merced County Association of Governments Zero Emission Bus Rollout Plan, Merced, CA
- » City of Regina Fleet Electrification Roadmap, Regina, SK
- » Orange County Transportation Authority ZEB Rollout Plan, Orange County, CA
- » Riverside Transit Agency ZEB Analysis, and Rollout Plan, Riverside, CA
- » Winnipeg Transit Master Plan, Winnipeg, MB
- » Anaheim Transportation Network Route by Route Power Modeling Services, CA
- » Calaveras County ZEB Analysis, Calaveras County, CA
- » VCTC Intercity Transit and Valley Express Bus Service Zero Emission Bus Fleet Rollout Plan for, Ventura County, CA
- » CARTA Electric Bus Master Plan, Charleston, SC
- » BCAG/BRT ZEB Rollout Plan, Butte County, CA
- » Ann Arbor Area Transit Bus Propulsion Study, Ann Arbor, MI
- » OCTA OC ACCESS Fleet Mix Study, Orange County, CA
- » Stanislaus Regional Transit Authority Electrification Plan, Stanislaus County, CA
- » Napa Valley Transportation Authority CARB Zero-Emission Bus Rollout Plan, Napa, CA
- » Norwalk Transit System Zero Emission Bus Rollout Plan, Norwalk, CA
- » Imperial County Transportation Commission Zero-Emission Bus Analysis and Rollout Plan, Imperial County, CA
- » Kings Area Rural Transit and Corcoran Area Transit Zero Emission Bus Implementation Plan, Kings County, CA
- » Sacramento County Zero Emission Bus Plan and Short Range Transit Plan, Sacramento County, CA

**Coleen Shade,** LEED APQA/QC  
Stantec**EDUCATION**

Master of Arts, California State University (CSU), Humboldt

Bachelor of Science, California State University (CSU), Humboldt

**YEARS EXPERIENCE**

3 years with Stantec

33 years total

**Coleen Shade**, as a principal and environmental planner, brings both natural resources knowledge and expertise from a planning career spanning more than 30 years with both the public and private clients. Her experience includes environmental, land use, community, recreation, safety, and infrastructure planning that supports local and regional resiliency. Bringing diverse agencies with multiple missions together to create comprehensive plans are efforts enhanced by Coleen's work within many of California's unique landscapes. She has a keen ability to engage and facilitate multi-interest, multi-agency, and multi-stakeholder processes that create outcomes that meet client needs, regulatory requirements, and invests the participants project the outcomes. Coleen's has worked on leading CEQA and NEPA clearance efforts and she has both managed and contributed to the preparation of individual environmental and multi-agency joint documents. From the development of policies to prohibit two-stroke engines on Lake Tahoe, to the negotiation of northern goshawk disturbance exclusion areas, and to the development of a set of land tenure criteria for public/private land transfers in Mono and Inyo Counties, she has successfully planned and facilitated community workshops, managed agency and stakeholder engagement work sessions, and facilitated technical working group meetings.

**PROJECT EXPERIENCE**

- » Phase I Conservation Element Development for Regional Plan, Washoe County, Nevada
- » Environmental Permitting - Van Sickle Bi-State Park, Lake Tahoe
- » Vegetation, Wildlife, and Fish Resources, Lake Tahoe
- » Plumas County General Plan Update, Climate Action Policies, and Environmental Impact Report (EIR), Plumas County, California
- » City of Caliente Federal Emergency Management Agency (FEMA) Environmental Assessment, Caliente, Nevada
- » Harrison Avenue Streetscape and Water Quality Improvement Project, South Lake Tahoe, California
- » Tahoe Keys Property Owners Association (POA) West Channel Dredging Project, South Lake Tahoe, CA
- » Bonanza Neighborhood Park, South Lake Tahoe, California
- » Penn Valley Area Plan Update, Nevada County, California
- » Eastern Sierra Land Tenure Project, Mono County, CA
- » Nevada County General Plan Safety Element Update, Nevada County, California
- » Tahoe Keys Marina and the North Tahoe Marina, South Lake Tahoe, CA
- » TRPA Shorezone Policy for Lake Tahoe Environmental Impact Statement (EIS)/EIR/EIS, Lake Tahoe
- » Timber Production Zone (TPZ) Rezone, Nevada County, CA
- » Nevada City School of the Arts Comprehensive Master Plan, Use Permit and Mitigate Negative Declaration, Nevada County, California
- » Walker River State Recreation Area Rafter 7 Ranch and Pitchfork Ranch Units, Yerington, Nevada



**Tony Zavanelli**, PE, CEM

*Power, Charging Systems*  
Stantec

### EDUCATION

Master of Science, Mechanical Engineering, University of California Berkeley

Bachelor of Science, Mechanical Engineering, University of California Berkeley

### REGISTRATIONS

Professional Engineer #M24645  
State of California

Association of Energy Engineers  
Green Building Engineer, AEE  
State of California

Association of Energy Engineers  
Certified Energy Manager, AEE  
State of California

### MEMBERSHIPS/ ASSOCIATIONS

Association of Energy Engineers

American Society of Mechanical Engineers

### YEARS EXPERIENCE

29 years with Stantec

41 years total

**Tony Zavanelli** has over 30 years of engineering and project management experience in the fields of cogeneration, solar energy, alternative energy, energy conservation, demand side management, and HVAC. An experienced engineering consultant for a wide variety of clients, Tony has worked on everything from nuclear power plants to biomass buildings and natural gas power stations. For the past 20 years he has focused on smaller scale cogeneration power systems and demand side management projects. Tony has served as the Power Charging Systems lead on the following projects.

### PROJECT EXPERIENCE

- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » SamTrans Charging Infrastructure Project, San Mateo, CA
- » Anaheim Transportation Network Route by Route Power Modeling Services, CA
- » Gold Coast Transit District ZEB Rollout Plan and Analysis, Oxnard, CA
- » City of Elk Grove Zero Emission Bus Fleet Transition Plan, CA
- » Golden Gate Transit ZEB Rollout Plan & Analysis Services, CA
- » Riverside Transit Agency ZEB Analysis and Rollout Plan, Riverside, CA
- » Orange County Transportation Authority ZEB Rollout Plan, Orange County, CA
- » Ben Franklin Transit Fleet Conversion to Zero Emissions Study, Richland, WA
- » Santa Barbara MTD Facilities Master Plan, Santa Barbara, CA
- » El Dorado County Transit Zero Emission Bus Rollout Plan, El Dorado County, CA
- » Tuolumne County Transit Agency Zero Emission Bus Rollout Plan
- » Merced County Association of Governments Zero Emission Bus Rollout Plan, Merced, CA
- » Calaveras County ZEB Analysis, Calaveras County, CA
- » VCTC Intercity Transit and Valley Express Bus Service Zero Emission Bus Fleet Rollout Plan for, Ventura County, CA
- » Ann Arbor Area Transit Bus Propulsion Study, Ann Arbor, MI
- » Stanislaus Regional Transit Authority Electrification Plan, Stanislaus County, CA
- » Napa Valley Transportation Authority CARB Zero-Emission Bus Rollout Plan, Napa, CA
- » Norwalk Transit System Zero Emission Bus Rollout Plan, Norwalk, CA
- » Imperial County Transportation Commission Zero-Emission Bus Analysis and Rollout Plan, Imperial County, CA
- » Kings Area Rural Transit and Corcoran Area Transit Zero Emission Bus Implementation Plan, Kings County, CA
- » Tri-Delta Transit Electric Bus Demonstration Project, Antioch, CA
- » North County Transit District Photovoltaic Condition Assessment, Oceanside, CA



## Reb Guthrie

*Fueling Infrastructure  
Stantec*

### EDUCATION

Bachelor of Science, Economics,  
Arizona State University, College of  
Business

### CERTIFICATIONS

Earned certification from the NGV  
Institute (Las Vegas) for advanced  
techniques in theory, design and  
development of CNG infrastructure

### YEARS EXPERIENCE

2 year with Stantec

27 years total

With nearly 30 years' experience in fleet-fueling design, **Reb Guthrie's** work on the assessment, specification development, and design of over 170 compressed natural gas (CNG) fueling facilities and over 50 petroleum fueling stations for more than 125 municipalities, transit agencies, counties, and school districts throughout the United States. Recently, Reb's leveraged his years of experience to pivot to the design of zero emission fueling infrastructures—he's worked on more than 30 hydrogen fueling and bus and heavy-duty electric charging projects, as well as Zero-Emission Bus (ZEB) Transition Plans. Focusing on innovation, client service, and excellence, Reb has a long track record of delivering effective solutions throughout the United States, allowing us to expand our transit capabilities.

## PROJECT EXPERIENCE

- » TriMet Powell Garage Bus Operations & Maintenance Facility, Portland, OR
- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » SamTrans Charging Infrastructure Project, San Mateo, CA
- » Intercity Transit Pattison Bus Operations and Maintenance Facility, Olympia, WA
- » Gold Coast Transit District ZEB Rollout Plan and Analysis, Oxnard, CA
- » City of Elk Grove Zero Emission Bus Fleet Transition Plan, CA
- » Golden Gate Transit ZEB Rollout Plan & Analysis Services, CA
- » Riverside Transit Agency ZEB Analysis and Rollout Plan, CA
- » Orange County Transportation Authority ZEB Rollout Plan, CA
- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » LA Metro ZEB Master Plan, Los Angeles, CA
- » Metro Transit Heywood 2 Bus Operations & Maintenance Facility, Minneapolis, MN
- » San Luis Obispo RTA Bus Operations & Maintenance Facility, San Luis Obispo, CA
- » RTA CNG Project, Riverside, CA
- » Santa Monica Big Blue Bus Fuel/Wash Facility Upgrades, Santa Monica, CA
- » General Motors Fueling Facility, Burbank, CA
- » Gold Coast Transit Bus Operations & Maintenance, Facility, Oxnard, CA
- » C-TRAN Hydrogen-Bus Fueling Facility, Vancouver, WA
- » Eastern Contra Costa Transit Authority Hydrogen Fueling Station, Antioch, CA
- » RTC of Southern Nevada Hydrogen Fueling Infrastructure, Las Vegas, NV
- » Livermore Amador Valley Transit Authority Design Engineering for Hydrogen Fueling Infrastructure, Livermore, CA
- » Maryland DOT Feasibility Analysis for Hydrogen Fueling at the Northwest Depot, Baltimore, MD
- » OCTA Facility Modifications for Hydrogen Fueling at Santa Ana Bus Base, Santa Ana, CA
- » TriMet Feasibility Analysis for Hydrogen Fueling at Five Bus Depots, Portland, OR
- » North County Transit District Design Replacement System for Methane & Hydrogen Gas Detection at Breeze Bus Maintenance Facility, Escondido, CA
- » Santa Monica Big Blue Bus Gas Detection System Upgrades, Santa Monica, CA
- » Foothill Transit Pomona OMF Hydrogen Gas Detection Modification, Pomona, CA



## Joseph Velasco, PE

Senior Fueling Systems Engineer  
Stantec

### EDUCATION

Bachelor of Science in Mechanical Engineering, University of California Irvine

### CERTIFICATIONS

Professional Engineer #38787,  
State of California

### YEARS EXPERIENCE

1 year with Stantec

14 years total

With over 10 years of experience in cryogenics (LIN, LOX, LAR, LHY), hydrogen and CNG refueling, **Joseph Velasco** has specified cryogenic and gaseous storage, heat-exchangers, rotating equipment, piping, valves, and other mechanical components. He developed a proprietary automation program used in Decoking at oil refineries around the world including Chevron, Tupras (Turkey), Petron (Philippines), Sinopec (China) and Sunor (Canada). He has traveled globally to commission mechanical and control systems for which he was responsible for in designing. His works spans not only in using commercially available equipment, but he has also led several prototype designs used in medium to high pressure hydrogen applications. He has worked for Air Products, Flowserve, Clean Energy Fuels, and FirstElement Fuel reflecting his interest in alternative energy.

### PROJECT EXPERIENCE

- » East Bay Municipal District, EBMUD LD/HD H2 Station, Oakland, CA
- » C-TRAN Hydrogen Fueling Station, Vancouver, WA
- » Foothill Transit H2 Fueling Station at Pomona Bus Maintenance Facility, Pomona, CA
- » Eastern Contra Costa Transit Authority Hydrogen Fueling Station, Antioch, CA
- » TriMet Feasibility Analysis for Hydrogen Fueling at Five Bus Depots, Portland, OR
- » RTC of Southern Nevada Hydrogen Fueling Infrastructure, Las Vegas, NV
- » Livermore Amador Valley Transit Authority Design Engineering for Hydrogen Fueling Infrastructure, Livermore, CA
- » Amazon CNG Truck Stop, Groveport, OH





**Will Todd**, AIA, LEED AP

*Project Architect  
Stantec*

### EDUCATION

Bachelor of Science in Architecture,  
University of Michigan

### REGISTRATIONS

Registered Architect #35467  
State of California

### YEARS EXPERIENCE

15 years with Stantec

15 years total

A project architect with over 13 years of experience, **Will Todd** plays an integral role in successfully guiding major projects from the initial planning phases all the way through design development, construction documentation, construction administration support, and building department review and permitting. Will is passionate about making an impact, even if it is behind the scenes. He provides essential support and coordination to the design team, and interfaces with a full range of consultants to ensure our projects are delivered thoughtfully and efficiently. One of his most significant projects to date is the award-winning LA Metro Division 13 Operations & Maintenance Facility in Los Angeles. This rare experience of working on a project from pre-concept design through the final punch-list so early in his career has given him invaluable experience he takes on to each of his new projects. Will has been the Project Architect on the following projects.

### PROJECT EXPERIENCE

- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » SamTrans Charging Infrastructure Project, San Mateo, CA
- » Anaheim Transportation Network Route by Route Power Modeling Services, CA
- » Gold Coast Transit District ZEB Rollout Plan and Analysis, Oxnard, CA
- » Santa Barbara MTD BEB Analysis and Planning, Santa Barbara, CA
- » City of Elk Grove Zero Emission Bus Fleet Transition Plan, CA
- » Golden Gate Transit ZEB Rollout Plan & Analysis Services, CA
- » El Dorado County Transit Zero Emission Bus Rollout Plan, El Dorado County, CA
- » Riverside Transit Agency ZEB Analysis and Rollout Plan, Riverside, CA
- » Orange County Transportation Authority ZEB Rollout Plan, Orange County, CA
- » San Luis Obispo Regional Transit Authority Bus Operations & Maintenance Facility, San Luis Obispo, CA
- » Napa Valley Transit Authority Bus Operations & Maintenance Facility, Napa, CA
- » Fresno Area Express Transit Facility Assessment, Master Plan, and Facility Modifications, Fresno, CA
- » TriMet Powell Bus Garage, Portland, OR
- » OCTA Hydrogen Fueling Station, Santa Ana, CA
- » Tuolumne County Transit Agency Zero Emission Bus Rollout Plan
- » Merced County Association of Governments Zero Emission Bus Rollout Plan, Merced, CA
- » Calaveras County ZEB Analysis, Calaveras County, CA
- » VCTC Intercity Transit and Valley Express Bus Service Zero Emission Bus Fleet Rollout Plan for, Ventura County, CA
- » Ann Arbor Area Transit Bus Propulsion Study, Ann Arbor, MI
- » Stanislaus Regional Transit Authority Electrification Plan, Stanislaus County, CA
- » Napa Valley Transportation Authority CARB Zero-Emission Bus Rollout Plan, Napa, CA
- » Norwalk Transit System Zero Emission Bus Rollout Plan, Norwalk, CA
- » Imperial County Transportation Commission Zero-Emission Bus Analysis and Rollout Plan, Imperial County, CA
- » Kings County Area Rural Transit and Corcoran Area Transit Zero Emission Bus Implementation Plan, Kings County, CA



## Ian Lowell

*Modeling Technical Lead*  
Stantec

### EDUCATION

Bachelor of Science, Planning Public Policy and Management, University of Oregon

### YEARS EXPERIENCE

1 years with Stantec

3 years total

**Ian Lowell** values sustainable transportation solutions of all sized communities. His background in active transportation pairs with transit planning for multimodal network solutions. In addition to expanding capture of bicycle and pedestrian data, Ian's work with Park City Municipal engaged community members in active transportation. He brings a passion for community, natural spaces, and culturally conscience placemaking within the built environment. Experience with electrified buses and bike share, Ian brings a holistic approach to zero-emission transportation with the goal of appropriate fit transition to meet community needs. The belief that every community-regardless of demographics or size- deserve sustainable means of transportation guides his work.

### PROJECT EXPERIENCE

- » Sacramento County Short Range Transit and Zero Emission Bus Plan, Sacramento, CA
- » Beach Cities Transit, Transit Services Study, Redondo Beach, CA
- » Charleston Area Regional Transportation Authority Zero Emission Bus Master Plan, Charleston, SC
- » Ben Franklin Transit ZEB Fleet Conversion Study, Richland, WA
- » Area Transportation Authority System Reimagine Study/Transportation Development Plan, State College, PA
- » Santa Barbara MTD Short-Range Transit Plan, Santa Barbara, CA
- » Center Area Transportation Authority System Reimagine Study/Transportation Development Plan, State College, PA
- » Santa Barbara MTD Short-Range Transit Plan, Santa Barbara, CA
- » MWD Energy Sustainability Plan, Los Angeles, CA
- » City of Regina Energy and Sustainability Framework Implementation Plan and Design



## Kelly Watts

*Financial Analysis*  
Stantec

### EDUCATION

MA, East Asian Languages and Literatures, University of Hawaii

BA, Environmental Studies, Northern Arizona University

### YEARS EXPERIENCE

2 years with Stantec

5 years total

**Kelly Watts** is experienced in working with people from diverse backgrounds and skilled in aligning the priorities of cross functional groups to accomplish project goals. She possess knowledge of principles, methods, and practices of project and asset management for various disciplines. Additionally, Kelly is adept at advancing complex project initiatives through effective communication, successful prioritization of multiple assignments, adapting to changing priorities, and analytical problem solving.

### PROJECT EXPERIENCE

- » Ann Arbor Transit Bus Propulsion Study, Ann Arbor, MI
- » Gold Coast Transit Zero Emission Bus Analysis, Ventura County, CA
- » Honolulu Transit Comprehensive Operations Analysis (COA), Honolulu, HI
- » Central Coast Zero Emission Vehicle Study, Santa Barbara, CA
- » OCTA Network Redesign, Orange County, CA
- » Transportation Demand Management Plan, Honolulu, HI
- » Computerized Maintenance Management System (CMMS) Implementation, Fort Collins, CO
- » ICTC Zero-Emission Bus Analysis and Rollout Plan, Imperial County, CA
- » City of Regina Fleet Electrification Roadmap, Regina, SK, Canada
- » Kings Area Rural Transit and Corcoran Area Transit Zero Emission Bus Implementation Plan, Kings County, CA
- » City of Thousand Oaks ZEB Rollout Plan, Thousand Oaks, CA
- » Moorpark ZEB Plan, Moorpark, CA
- » Tuolumne County Transit Agency Zero Emission Bus Rollout Plan, Sonora, CA
- » Orange County Transportation Authority OC ACCESS Fleet Mix Study, Orange County, CA
- » City and County of Honolulu Transportation Demand Management Plan, Honolulu, HI



## Mariya Carey, PE

Route Modeling  
Stantec

### EDUCATION

Master of Science in Civil Engineering,  
City College of New York

Bachelor of Science in Civil  
Engineering, City College of New York

### YEARS EXPERIENCE

14 years with Stantec

15 years total

**Mariya Carey** is a traffic engineer who has more than ten years of technical experience in toll facility studies, transit operations and pedestrian/vehicular traffic analyses. She also has expertise in multiple traffic and planning tools that include TransCad, Cube, VISUM, Synchro/SimTraffic, HCS and ArcGIS. Ms. Carey was previously employed at the MTA New York City Transit, where she oversaw the planning analysis for the subway system and maintained their in-house ridership modeling tools.

### PROJECT EXPERIENCE

- » Zero-Emission Bus Analysis, Infrastructure Analysis and Rollout Plan for Lassen Transit Service Agency and Plumas Transit Systems
- » RFTA ZEB Fleet Transition Plan, Glenwood Springs, CO
- » Environmental Assessment of Proposed Increases of Toll Facility Charges, New York, New York
- » Environmental Assessment of Proposed Increases of Toll Facility Charges, New York, New York
- » South East Queens Transportation Study, Queens, New York
- » Niagara Falls Bus Ridership and Revenue Study, Niagara Falls, New York & Canada
- » Canarsie Line Power and Station Improvements, New York, New York
- » Woodhaven Boulevard Select Bus Service, New York, New York
- » F Express Service Evaluation, New York, New York
- » Desert Express High Speed Rail (HSR) Update, Nevada & California
- » Illiana Corridor Project – Level 2 Traffic and Revenue Study, Chicago, Illinois, and Indiana
- » Lafayette Regional Expressway – Level 2 Traffic and Revenue Study, Lafayette, Louisiana
- » Grayson County Tollway Project – Level 1 Traffic and Revenue Study, Grayson County, Texas
- » Southern Connector - Traffic and Revenue Forecast Update, Greenville-Pickens, South Carolina
- » I-15 Managed Lanes – Level 2 Traffic and Revenue Study, Riverside County, California
- » US 301 mainline Toll Road–Traffic and Revenue Forecast, Delaware
- » The I-95/395 High Occupancy Toll (HOT) Lanes Traffic and Revenue Update, Virginia
- » Jefferson County Parkway Level 1 Feasibility Study, Denver, Colorado
- » I-77 High Occupancy and Toll Lanes – Level 2 Traffic and Revenue Study, Charlotte, North Carolina
- » Traffic and Revenue Study for US 183A, Austin, Texas



## Graeme Masterton

*Transit Planning & Operations*  
Stantec

### EDUCATION

Master of Arts (Community and Regional Planning), University of British Columbia (UBC)

Bachelor of Arts (Urban and Economic Geography), University of Toronto

### YEARS EXPERIENCE

10 years with Stantec

35 years total

Transit Service planning is the physical planning and psychological behavior of moving people—whether on a daily basis for transit or as a large single movement at an event or as an incident result. Transit planning requires an understanding of active modes and traffic because they are all linked along the journey. Urban influences, land use opportunities and constraints, road network challenges, passenger behavior, and the desire to create innovative and cost-efficient transit networks that function for the passenger and the operator is his passion. A well designed transit network becomes part of the urban fabric and used by everyone for its simplicity and value. A great transit network values the customers' time and understands some trips require a less direct path. Transit that is easy to understand, easy to use, and simple to operate creates its own ridership—grows with the community. Layers of transit service, from high frequency to community shuttle can be designed to create an effective network that grows with the community with each layer services a different purpose.

### PROJECT EXPERIENCE

- » Linking Tahoe Multi-Modal Transportation Master Plan, Lake Tahoe, California
- » Edmonton Transit - Task Mapping for Maintenance Functions
- » Comprehensive Review of Edmonton Transit, Edmonton, Alberta
- » White Rock/South Surrey Service Review \*
- » Strathcona County Transit Internal Process Mapping, Strathcona, Alberta
- » Victoria Regional Transit Annual Service Plans, Victoria, British Columbia
- » Access Transit (TransLink)
- » Evergreen Line Essential Elements Report, Vancouver, British Columbia
- » Victoria Rapid Transit Project, Victoria, British Columbia
- » Evergreen Line Preliminary Design Process, Vancouver, British Columbia
- » Thunder Bay Transit Route Optimization Study and Terminal Concept Plan, Thunder Bay, ON, Canada
- » Transit Infrastructure and Service Plan + Rapid Transit Plan, Winnipeg, MB, Canada
- » Lethbridge Alberta Transit Master Plan, Lethbridge, Alberta
- » Greater Bridgeport Alternate Modes Plan, Bridgeport, CT
- » Tourism and Travel Demand Management Study, Monmouth County, NJ



## Mengyun Li

*Transit Planning*  
Stantec

### EDUCATION

Master of Science, Transportation Planning and Engineering, New York University

Bachelor of Engineering, Transportation Engineering, Nanjing Tech University

### YEARS EXPERIENCE

2 years with Stantec

2 years total

**Mengyun (Mandy) Li** is a Transportation Planner with experience in transportation planning and data-driven technologies. She has involved in various projects including toll rate and revenue studies, travel demand modeling, zero emissions buses, traffic data processing and analysis development. She has worked on projects in Southern California, Texas, Washington and North Carolina. She has worked extensively with data analysis and processing related tools, such as MySQL, Jupyter, Tableau, ArcGIS, and Microsoft Excel, as well as Python, Java, JavaScript, C++, R programming languages. She is also familiar with some transportation modelling software packages, such as Cube Voyager, TransCAD, and EMME.

### PROJECT EXPERIENCE

- » Santa Barbara MTD Zero Emission Bus Study, Santa Barbara, CA
- » Electrical Vehicle Charger Placement Mapping
- » City of Regina City of Regina Fleet Electrification Roadmap, Regina, SK
- » Zero-Emission Bus Analysis, Infrastructure Analysis and Rollout Plan for Lassen Transit Service Agency and Plumas Transit Systems, Lassen County, CA
- » North Carolina Regional Travel Demand Model Development for Region 17 (On-going), North Carolina
- » I-95 Stamford Planning and Environmental Linkages (PEL) Study (On-Going), Stamford, CT
- » TxDOT Concession Marketing Initiative Study, Texas
- » Central Texas Turnpike System 2022 Traffic and Revenue Study, Texas
- » Riverside County Transportation Commission (RCTC) I-15 Express Lanes Traffic Operations, Riverside, CA



## Katie Demaio

*Public Outreach  
AIM Consulting*

### EDUCATION

Bachelor of Arts, James Madison University, Harrisonburg, VA

### YEARS EXPERIENCE

2 years with AIM Consulting

20 years total

**Katie Demaio**, CEO/Senior Project Manager, brings to AIM Consulting over ten years of management experience, including community awareness and engagement. Katie assists clients with creating content for ongoing messaging, collateral materials, social media content, and interactive online engagement tools for public information and community engagement. Katie also manages and facilitates stakeholder interviews and focus groups, community meetings, traveling workshops, and special events.

### PROJECT EXPERIENCE

- » StanRTA ZEB Rollout Plan, Stanislaus, CA
- » Calaveras County Transportation Commission ZEB Rollout Plan, Calaveras County, CA
- » Elk Grove Zero Emission Fleet Transition Plan, Elk Grove, CA
- » El Dorado County Transportation Commission ZEB Rollout Plan, El Dorado County, CA
- » Stanislaus Council of Governments Public Transit Human Services Coordination Plan, Stanislaus County, CA
- » Placer County Transportation Planning Agency Short Range Transit Plan, Placer County, CA
- » City of Sacramento Bicycle Master Plan Update, Sacramento, CA
- » Fast Fairfield and Suisun Transit (FAST) Comprehensive Operational Analysis
- » County of Santa Cruz Soquel Drive Buffered Bike Lane and Congestion Mitigation Project
- » City of Rocklin, Rocklin Road/I-80 Interchange Project



## Cobus Malan

*Cost Estimator  
Jacobus & Yuang*

### EDUCATION

Bachelor of Science, in Quantity Surveying, University of the Witwatersrand, South Africa

As Executive Principal, **Cobus Malan** has acquired at least 38 years' in-depth diverse construction costing experience in all aspects of work, from the perspective of a professional Quantity Surveying and estimating practice, as well as working with general contractors, design professionals, design build contractors and developers. In capacity as Quantity Surveyor, Cobus uses his diverse experience in applying first principals to construction cost estimating, by paying particular attention to the multitrade detailed cost consequential aspects of a project. His consulting experience is supplemented by assisting in evaluation and settlement of Change Orders, helping to keep a finger on the pulse of industry costs. This experience is also enhanced through the research he performs in capacity as Associate Editor for the nationally published SWG Cost Publications. Miscellaneous Bus, Transit and Maintenance projects furthermore constitute a perfect match in regard to Cobus' attention to detail matched with his multitrade experience and the firm's in-house multi-disciplinary estimating skills.

### PROJECT EXPERIENCE

- » Gold Coast Transit District ZEB Rollout Plan and Analysis, Oxnard, CA
- » Santa Barbara MTD BEB Analysis and Planning, Santa Barbara, CA
- » Anaheim Transportation Network Route by Route Power Modeling Services, CA
- » City of Elk Grove Zero Emission Bus Fleet Transition Plan, CA
- » El Dorado County Transit Zero Emission Bus Rollout Plan, El Dorado County, CA
- » Riverside Transit Agency ZEB Analysis and Rollout Plan, Riverside, CA
- » Orange County Transportation Authority ZEB Rollout Plan, Orange County, CA
- » Santa Monica Big Blue Bus Charging Infrastructure Project, Santa Monica, CA
- » San Luis Obispo Regional Transit Authority Bus Operations & Maintenance Facility, San Luis Obispo, CA
- » Napa Valley Transit Authority Bus Operations & Maintenance Facility, Napa, CA
- » Fresno Area Express Transit Facility Assessment, Master Plan, and Facility Modifications, Fresno, CA
- » TriMet Powell Bus Garage, Portland, OR



# Qualifications

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# El Dorado County Zero Emission Bus Fleet Plan

El Dorado Transit (EDT) provides local transit, commuter service to Sacramento, as well as several demand response services, including dial-a-ride for communities across western El Dorado County. EDT serves a community that values nature and environmental sustainability and is rich in natural resources, including nearby Lake Tahoe. Developing a sustainable zero-emission bus plan not only addresses the state mandate for a compliant plan by July 2023, but will help also reduce GHG emissions from EDT's fleet, improving overall air quality in the region. Stantec is analyzing existing conditions, fleet operations, and service. We are engaging a broad array of stakeholders to gain their input on the plan and the suggested service changes. Our team is providing route modeling for both fixed-route and demand-response service which will help develop a roadmap for a complete transition of EDT's revenue and non-revenue fleet. We are also recommending facility modifications and upgrades.

**PROJECT LOCATION**

Napa, CA

**STANTEC SERVICES**

Architecture, Industrial Engineering, Transit Advisory Services

**PROJECT SIZE**

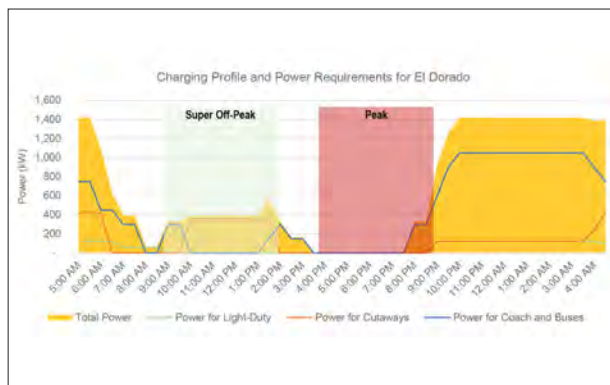
51 vehicles

**PROJECT DATES**

11/2020-11/2021

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang: Cost Estimating



# City of Elk Grove Zero Emission Fleet Transition Plan

Stantec is providing a detailed roadmap for converting the existing fleet of the City's Owned and Operated Transit System (e-tran) to a fully zero emission fleet. The City has an existing plan to utilize Low Carbon Transit Operation Program (LCTOP) funds to develop electric charging infrastructure at the City's Corporation Yard for a future electric bus fleet. This Zero Emission Bus Transition Plan will expand on this initial planning effort using LCTOP funds to construct the required infrastructure at the Corporation Yard. Stantec's plan will include a high-level analysis of zero emission bus technology and an analysis of the existing fleet and recommendations for the procurements, capital improvements, and infrastructure and maintenance planning required to replace the existing fleet with ZEBs as well as coordination with future on-site renewable energy generation and energy storage needs. Stantec's plan will have a system-wide benefit, as its findings and recommendations will impact both local and commuter service routes, laying the groundwork for providing ZEB service to all e-tran routes. It is the City's intent that once this plan is complete, it will allow for a more efficient implementation and development of a ZEB fleet.

**PROJECT LOCATION**

Napa, CA

**STANTEC SERVICES**

Architecture, ZEVDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

**PROJECT DATES**

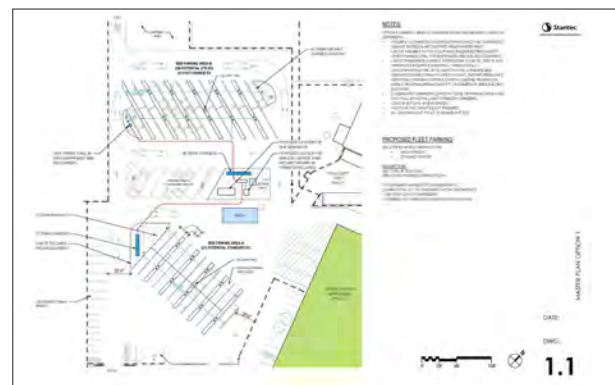
3/2020-4/2021

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang: Cost Estimating

**PROJECT SIZE**

62 buses



# StanRTA Zero Emission Bus Rollout and Facilities Plan

The Stanislaus Regional Transit Authority (StanRTA) needed a consultant to develop a comprehensive Zero-Emission Bus (ZEB) Rollout and Facilities Plan to comply with the California Air Resources Board's (CARB's) Innovative Clean Transit regulation. StanRTA selected our team to provide a detailed plan of the technology, needs, and strategies that will help them transition to a ZEB fleet and prepare a facility with the infrastructure needed to deploy this fleet.

As part of the plan, we are identifying the types of ZEB technologies and developing a schedule for construction of associated facilities and infrastructure modifications. We are also creating a strategy for deployment of ZEBs along with a training plan for operators and repair staff. In addition to the plan, we are also assisting StanRTA with identifying potential funding sources to help implement it.

Once completed, the plan will not only satisfy CARB regulations but offer StanRTA a solid roadmap to move forward.

**PROJECT LOCATION**

Modesto, CA

**STANTEC SERVICES**

Transit Service Planning and Operations, Power & Charging Systems Analysis, Hydrogen Supply Analysis, Facilities/Architecture Analysis, Financial Analysis, Fleet Analysis, Fueling Analysis

**PROJECT DATES**

10/2022-present

**TEAM**

Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Facilities/Architecture), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang (Cost Estimating), AIM Consulting (Outreach)



# Riverside Transit Agency ZEB Rollout Plan

Stantec conducted a system-wide analysis comparing its current fleet of buses operating fixed-route transit in the agency's western Riverside County service area to Zero-Emission buses (ZEBs) in response to the CARB's ICT Regulation, which mandates the full conversion of bus fleets to Zero-Emission by 2040. The study recommends ZEB mode and provides a Zero-Emission Bus Rollout Plan for fixed-route revenue fleet conversion by 2040. The study findings support this plan by identifying a comprehensive and sustainable plan for RTA which complies with the regulation. The analysis considers the operational and financial impacts of a full fleet conversion; examine the difference in the capital and operating costs of new battery-electric or hydrogen fuel cell bus technology versus a compressed natural gas or gasoline bus, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and infrastructure, and the overall operating cost impacts.

**PROJECT LOCATION**

Riverside, CA

**STANTEC SERVICES**

Architecture, Energy Engineering, Energy Modeling, Transit Advisory Services; Solar Analysis, Resiliency

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**

224 buses

**PROJECT DATES**

10/2019-12/2020



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 48

# Anaheim Trans. Network ZEB Analysis & Charging Plan

The Anaheim Transportation Network (ATN) was planning to convert its 100-bus fleet to zero emission. Using our ZEVDecide modeling tool, we developed power requirements and an accompanying charging strategy. ZEVDecide modeled the expected fuel economy of the buses for each of the different routes. We then did a block-analysis to calculate the entire fleet's energy demand. We developed charging schedules to ensure day to day service. Additionally, Stantec provided fuel cost projections under different scenarios for the operation of the battery electric buses. Based on this information, we designed the new electrical system for the first 75 new bus chargers as well as the new building and ancillary yard loads. The design includes an extensive underground power distribution system that connects each of the charger locations to the main switchboard. The first phase of the project will include approximately 46 ground-mounted chargers and dispensers. A solar canopy over the bus charging area was designed with a battery electric storage system (BESS), providing resiliency if off-site power is lost and reducing the overall energy cost. The electrical design includes the infrastructure to support either overhead or ground mounted charging for the future buses.

**PROJECT LOCATION**  
Anaheim, CA

**PROJECT DATES**  
10/2019-present

**STANTEC SERVICES**  
Architecture, ZEVDecide Modeling, Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Solar Analysis

**TEAM**  
Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead)

**PROJECT SIZE**  
47 bus chargers - Phase 1  
29 bus chargers - Phase 2  
6 small vehicle chargers  
3 EVSE level 2 chargers



# Ben Franklin Transit ZEB Fleet Conversion Analysis

With a goal of providing the best transportation services for their customers in southeastern Washington state, Ben Franklin Transit (BFT) is looking towards a zero emission future for its bus fleet. They engaged us to perform an analysis of their current operations in order to convert their fixed-route bus fleet to zero emission bus (ZEB) technologies. Our study identified—on a life cycle basis—the economic costs, performance issues, risks, and recommended timeline associated with transition to a zero emission transit bus fleet. Analysis also considered financial and operational impacts of battery electric transit bus technologies. Study results were presented to the BFT's board of directors to help better inform their decision making on the transition to a ZEB fleet. The result of our work helped BFT make decisions in the areas of policy, procurement, and technology as they take this next step towards a more sustainable future.

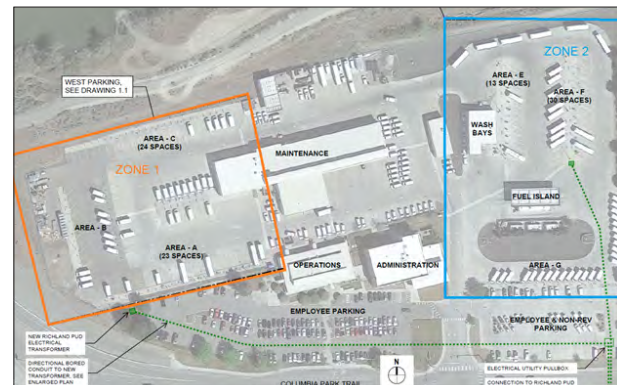
**PROJECT LOCATION**  
Richland, WA

**PROJECT DATES**  
11/2021-present

**STANTEC SERVICES**  
Architecture, ZEVDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

**TEAM**  
Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**  
66 buses



# Santa Monica Big Blue Bus Charging Infrastructure

Stantec is assisting SMBBB to devise an electric vehicle charging strategy as it switches its fleet of 195 buses by 2030. The Big Blue Bus implementation date is a decade ahead of a statewide mandate. The charging infrastructure project, set for completion in March 2021, starts with an in-depth review of route modeling for Big Blue Bus to determine if battery electric buses or hydrogen fuel cell electric buses are the best fit for the community. The Stantec Team is conducting a block-by-block analysis to understand power requirements throughout the 58-square-mile service area. During the transition to 100 percent ZEB operations, the Big Blue Bus fleet composition will evolve over time, and both natural gas-powered buses and electric buses will be in service simultaneously. The phased approach provides flexibility for the transit agency as it reduces its environmental footprint. The infrastructure plan will accommodate the shifting fleet composition and the ultimate decommissioning and removal of the existing fueling system in place.

**PROJECT LOCATION**

Santa Monica, CA

**STANTEC SERVICES**

Architecture, MEP Engineering, Structural Engineering, Energy Engineering, Transit Advisory Services, Solar Analysis, Resiliency

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yang (Cost Estimating)

**PROJECT SIZE**

195 buses

**PROJECT DATES**

10/2019-present



# Golden Gate Transit ZEB Rollout Plan

GGT's Rollout Plan is informed by Stantec's ZEVDecide tool, which is calculating total power requirements, fueling/charging scheduling windows, cost of ownership and establishing an optimal fleet mix of battery electric buses and hydrogen fuel cell buses based on prevailing circumstances. Once complete, the final ZEB rollout plan will help inform priorities, key decision points, and other critical considerations. The project includes in-depth analysis of the District's four facilities and existing routes to determine the optimal fleet composition of battery electric buses and/or hydrogen fuel cell electric buses for the community. Stantec is conducting a survey of all ZEB alternatives currently in the marketplace, assisting with resiliency planning, and help identify technology options for maximizing the use of renewable energy. Stantec is also assisting in the development of a training plan and schedule for ZEB operators and maintenance/repair staff. An interesting twist to the GGT ZEB rollout plan from others Stantec is leading is that 54 percent of GGT's bus fleet is comprised of motor coach buses, a segment still very much undefined within the ZEB space.

**PROJECT LOCATION**

San Francisco, CA

**STANTEC SERVICES**

Architecture, ZEVDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis

**TEAM**

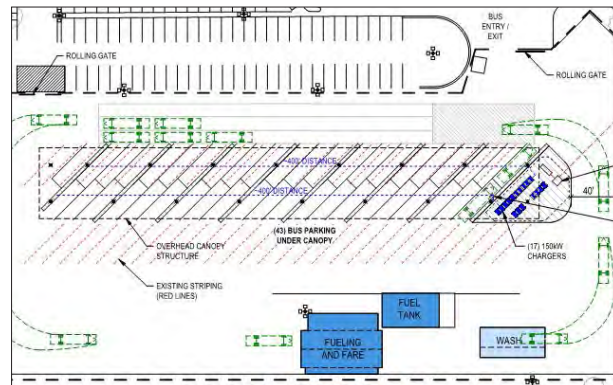
Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yang (Cost Estimating)

**PROJECT SIZE**

150 buses

**PROJECT DATES**

3/2020-4/2021



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 50

# Gold Coast Transit District ZEB Rollout Plan

The project started with a site visit to GCTD's new facility to document operational, maintenance, and planning practices, as well as to evaluate the facility for preparedness for ZEB transition. Stantec conducted an existing conditions review as well as a market scan to understand the needs of GCTD as it relates to service delivery and operations. Stantec used its proprietary tool for bus modeling and route simulation to estimate the fuel economy and feasibility of battery-electric buses (BEBs) and hydrogen fuel-cell electric buses (FCEBs) for GCTD's operations. Our analysis discovered that while BEBs could be feasible, their adoption would require a complex mix of different BEBs with different battery sizes, constraining flexibility and operations. FCEBs, under modeling conditions, were able to achieve full service in a 1-to-1 fashion, and adopting a hydrogen solution also facilitates paratransit and on-demand vehicle transition, given the large range these vehicles operate. Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

**PROJECT LOCATION**

Oxnard, CA

**PROJECT DATES**

8/2021-7/2022

**STANTEC SERVICES**

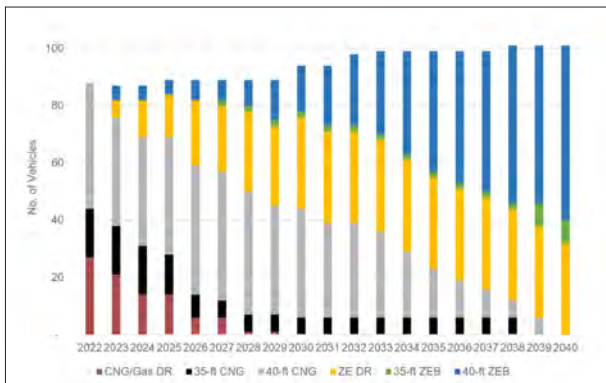
Transit Service Planning and Operations, Predictive Energy Modeling, Power & Charging Systems Analysis, Hydrogen Supply Analysis, Facilities/Architecture Analysis, Financial Analysis, Fleet Analysis, Fueling Analysis

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**

87 buses



# OCTA ZEB Rollout Plan

OCTA utilized Stantec's support to develop their ZEB Rollout Plan to guide upcoming vehicle and infrastructure investments. The regulation applies to a transit agency that owns, operates, leases, rents, or contracts with another entity to operate buses in California. Large transit agencies, such as OCTA, must purchase or operate a minimum number of Zero-Emission 40-foot buses as determined by CARB's phasing schedule. The regulation further requires 100% of the fleet operated by an agency in revenue service must be Zero-Emission buses by 2030. OCTA operates primarily a fleet of CNG buses. For nearly two years, OCTA has been testing in service a hydrogen vehicle and is now in the process of receiving 10 hydrogen 40-foot buses. Stantec worked with OCTA on a new hydrogen fueling station at the Santa Ana maintenance facility to fuel these buses. OCTA operates the fixed-route and paratransit services from five (5) facilities throughout the county.

**PROJECT LOCATION**

Orange, CA

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang (Cost Estimating)

**STANTEC SERVICES**

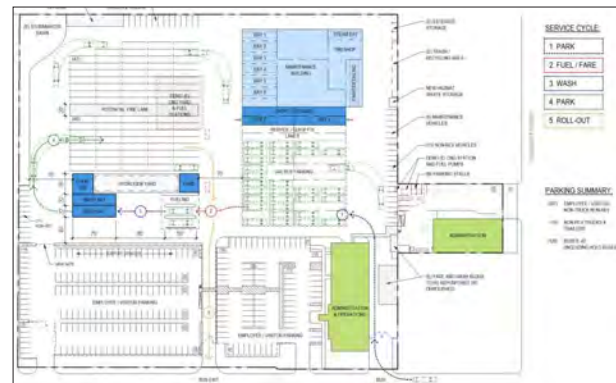
Architecture, Energy Engineering, Transit Advisory Services

**PROJECT SIZE**

550 buses

**PROJECT DATES**

10/2019-7/2020



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 51

# Calaveras Transit Agency ZEB Rollout Plan & Analysis

Calaveras Transit Agency engaged Stantec to develop a study and provide a Zero Emission Bus Rollout Plan for fixed-route revenue fleet conversion by 2040. The study findings will support this plan by identifying a comprehensive and sustainable plan for CTA that complies with the CARB regulation. The analysis will consider the operational and financial impacts of a full fleet conversion; examine the difference in the capital and operating costs of new battery electric bus technology versus a fossil-fuel powered bus, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and infrastructure, and the overall operating cost impacts. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity. An alternative site analysis will need to be conducted for the operational facility, as it is being leased and the addition of required infrastructure to support ZEB operations may be better utilized at a facility owned by CTA.

**STANTEC SERVICES**

Architecture, ZEVDcide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

**TEAM**

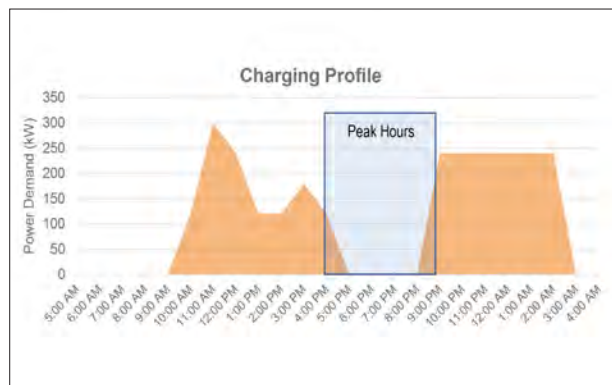
Stantec: Stantec: Anly Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavaneli (Power Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**

6 buses

**PROJECT DATES**

9/2021-present



# Santa Barbara MTD Facility Master Plan & ZEB Study

Stantec took a comprehensive look at SBMTD's current transit operations and facilities to project their needs for the next 20 years. The scope was broken into three phases. In phase 1, Stantec's Transit Advisory group provided a thorough assessment of SBMTD's current operations and took that information as a starting point to provide knowledge-based projections for the future, giving a clear picture of the future fleet and facilities requirement, particularly the conversion to zero emission buses.

Parallel to phase 1, SBMTD's two facilities were assessed by the multidisciplinary Stantec Architecture and Engineering team. The team assessed and documented the existing conditions of the facilities to establish a baseline for the master planning process and outline the various needs at the facilities. Finally, Stantec proceeded with an iterative master plan process which directly engaged with SBMTD's staff and board members for feedback. A final master plan and implementation plan, along with associated costs/budgets were established for the two facilities. Stantec was then retained to conduct route modeling to determine the appropriate BEB specs, energy and charging requirements, and facility needs to prepare MTD for a ZEB future.

**STANTEC SERVICES**

Architecture, Electrical Engineering, Mechanical Engineering, Civil Engineering, Landscape Architecture, ICT, Route Modeling, Energy & Charging Specs

**TEAM**

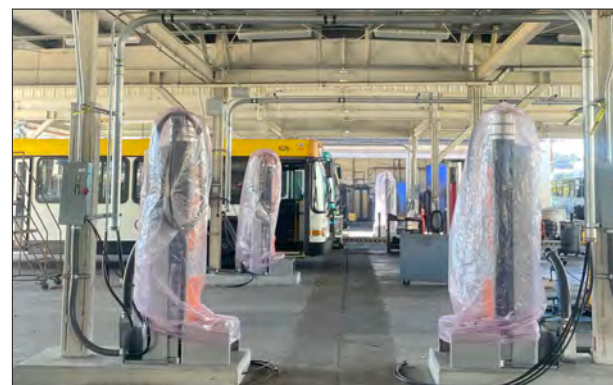
Stantec: Stantec: Anly Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavaneli (Power Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**

125 buses

**PROJECT DATES**

1/2019-11/2020



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 52

# TriDelta Transit BEB Demonstration Project

In June 2018 following 2 over two years of research, planning, and testing, Tri-Delta Transit began operating their first battery electric transit bus. As part of the pilot program, Tri-Delta Transit planned to launch a total of four battery electric buses by the end of 2018. The new 40-foot electric buses are used throughout Tri-Delta Transit's service area and carry up to 38 seated passengers with up to another 18 riders standing. Like all Tri-Delta Transit buses, the new electric buses are ramp-equipped to accommodate wheelchairs and mobility devices, have priority seating for seniors and people with disabilities, and exterior bike racks that can accommodate up to two bikes. The buses can drive for more than 100 miles on a single charge.

Stantec's role consisted of a study and design for installation of four Bus Charging Stations and 5 Electric Vehicle Charging pedestals for the Tri-Delta Transit Maintenance Facility. Each bus charger has the capacity to charge two buses. This was a federally funded project with Tri-Delta transit matching the federal award of \$250,000.

**PROJECT LOCATION**

Antioch, CA

**TEAM**

Stantec: Tony Zavanelli

**STANTEC SERVICES**

Energy Engineering

**PROJECT SIZE**

4 Electric Bus Charging Stations

5 Electric Vehicle Charging Stations

**PROJECT DATES**

2015-2017



# Ventura County Transit ZEB Fleet Plan

Stantec is conducting a system-wide analysis comparing VCTC's current fleets of buses to zero-emission buses (ZEBs). The study will develop a recommended ZEB mode and provide a Zero Emission Bus Rollout Plan for revenue fleet conversion by 2040 with associated infrastructure and operating plan.

The analysis will consider the operational and financial impacts of a full fleet conversion; and examine the difference in the capital and operating costs of new battery-electric or hydrogen fuel cell bus technology versus the current fleet technologies, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and Infrastructure, and the overall operating cost impacts.

Operating cost impacts will consider an exhaustive list of affected items including labor, employee training, fuel and maintenance costs, and the impacts on revenue streams and farebox recovery ratio. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity.

**PROJECT LOCATION**

Camarillo, CA

**PROJECT DATES**

2/2022-present

**STANTEC SERVICES**

Architecture, ZEVDecide Modeling, Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Solar Analysis

**TEAM**

Stantec: Analy Castillo (ZEB Lead), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Power Lead), Jacobus & Yuang (Cost Estimating)

**PROJECT SIZE**

10 buses



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 53



## OCTA Facility Modifications for Hydrogen Fueling

Through Stantec's on-call contract, our team was tasked by OCTA to provide engineering support services for the utility modifications required for a new hydrogen fueling station at their Santa Ana Bus Base. The scope of our work involves providing a new water line, communications line, and electrical service to the new fueling station. The team's main challenge involves coordinating with Southern California Edison (SCE) to tap into the existing heavily burdened electrical service. The team is working very closely with SCE and OCTA's facilities management and engineering staff to coordinate and minimize impacts to the existing facility. Led by Stantec, the design team studied multiple options for providing the utility connections for the new fueling station, reviewed them with OCTA and stakeholders and coordinated with the fueling station design and construction team. Ultimately the Stantec team sought to provide the required utility connections while minimizing costs and impacts to the existing facility.

**PROJECT LOCATION**

Santa Ana, CA

**STANTEC SERVICES**

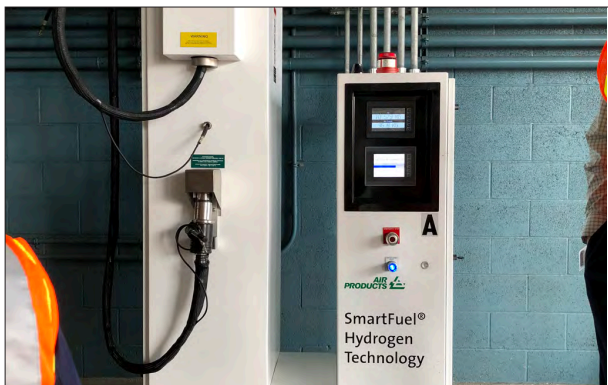
Project Management, Electrical Engineering

**PROJECT DATES**

2018-present

**TEAM**

Stantec: Will Todd (Project Manager), Reb Guthrie (Fueling Systems Lead), Jacobus & Yuang (Cost Estimating)



## Fresno Area Express Facility Modifications for BEB

The project scope includes multi-phase facility improvements to the Fresno Area Express Facility in Fresno, California. There are five separate, but related packages associated with this project: Underground Diesel Tank Removal, Fire Alarm Facility Upgrades, Facility Entry Gates, Electrical Bus Charging & Site Improvements, and Bus Wash, Vault Room, Employee and Visitor Parking Lot. The scope includes addition of new PG&E service for bus electrification charging, re-lighting of existing parking areas with new high efficiency LED systems, design of additional solar array to expand their solar system, re-design of vehicle and bus entrance gates to provide enhanced security, lighting and stacking space, lighting and power design for bus service addition and re-design of bus wash facility including connections for new equipment.

**PROJECT LOCATION**

Fresno, CA

**STANTEC SERVICES**

Architecture, Interior Design, Industrial Design, Electrical Engineering

**PROJECT DATES**

2018-present

**TEAM**

Stantec: Will Todd (Design Lead), Reb Guthrie (Fueling Lead); Jacobus & Yuang (Cost Estimating)



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 54

## NVTA Vine Transit Bus Ops & Maintenance Facility

Stantec is working with NVTA on the \$30 million project that supports fleet expansion, including the future implementation of electric buses. Stantec is part of a design team that provided full design services for the new facility located outside of the City of Napa. The 31,500-square-foot, three-building purpose-built facility will house NVTA's operations and maintenance efforts. The new facility includes an operations building with space for 100-plus operators, a 6-bay maintenance building, and a vehicle wash building. It is designed to accommodate an expanded fleet of more than 80 transit vehicles, while also providing much-needed meeting and collaboration space. The new facility will also serve as a regional meeting facility for NVTA, providing much-needed meeting and collaboration space for the communities and cities that they serve.

The facility was designed for employee comfort, with an emphasis on optimization for daylight. Clerestory windows allow daylight to flow deep into the buildings, and natural ventilation was incorporated in the maintenance building to support employee health and well-being. The project will also seek to achieve net-zero energy through extensive use of photovoltaics and planning for future electric bus charging to bolster the resiliency of NVTA's new facility and transit service.

**PROJECT LOCATION**

Napa, CA

**TEAM**

Stantec: Will Todd (Project Manager)

**STANTEC SERVICES**

master planning, programming, architecture, interior design, sustainable design

**PROJECT SIZE**

31,500 sf

**PROJECT DATES**

11/2017-present



## San Luis Obispo RTA Bus Ops & Maintenance Facility

The new facility will play a vital role in the RTA's ability to grow and provide safe, reliable transit services for San Luis Obispo County. Due to the agency's wide coverage area, the facility was programmed to operate, service and maintain the entire fleet and serve as the headquarters for the agency, but the facility will only house the approximately 65 transit vehicles that will dispatch out of this location. The remainder of the future 112 vehicle fleet will dispatch from RTA's several small park-out facilities across the county. The architectural planning for the facility focused on efficiency and the family atmosphere of the agency. The design team combined employee amenity spaces such as break rooms and kitchens into larger, shared spaces at the core of the facility to engage staff to co-mingle and eliminate the literal walls between departments. The combining of shared spaces reduced the overall program, saving costs from the beginning of the project. The design completely eliminates the operational use of fossil fuels on-site, maximizes the potential for photovoltaic power generation on the building roof and over vehicle parking, utilizes ultra-local building materials, and has been designed to accommodate a future all-electric vehicle fleet to be implemented by 2040.

**PROJECT LOCATION**

San Luis Obispo, CA

**TEAM**

Stantec: Will Todd (Design Lead), Reb Guthrie (Fueling Lead)

**STANTEC SERVICES**

Architecture, Interior Design, Industrial Design, MEP Engineering, Civil Engineering, Landscape Architecture, ICT

**PROJECT SIZE**

6.5 acres, 27,500 sf

**PROJECT DATES**

2018-present



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 55

## samTrans Electrical Infrastructure Upgrades

samTrans is transitioning its entire fleet of diesel-powered transit vehicles to Zero-Emissions Buses (ZEB), with a fully electric fleet anticipated by 2038. samTrans hired Stantec to develop thirty percent (30%) design documents for the electrical infrastructure upgrades at two bus maintenance facilities -- North Base and South Base -- to support the transition to battery-electric buses as well as system growth.

samTrans intends to utilize battery-electric technologies to fulfill its goals, and the transition to BEB's will require significant power infrastructure investment to support the charging and management of these vehicles. Such infrastructure upgrades include, but are not limited to, the following: new power feeds (PG&E substations), master control panels, smart energy management, in-ground trenches for power distribution, power cable networks, concrete islands for charging units, overhead canopies for final power delivery and solar-power collection.

samTrans will implement BEB vehicles and corresponding chargers into its fleet in a multi-phased bus replacement schedule through 2038.

### PROJECT LOCATION

San Mateo, CA

### STANTEC SERVICES

Architecture, Electrical Engineering, Fueling Systems, Structural Engineering

### PROJECT SIZE

275 buses

### PROJECT DATES

9/2021-2024

### TEAM

Stantec: Tony Zavanelli (Project Manager); Reb Guthrie (Fueling)

## King County Metro Interim Base Electrification

The \$67 million IBE project will provide parking and charging stations for 120 ZEB buses at the existing King County Interim South Base in Tukwila. The IBE project, which is the continuation of fleet electrification for Metro, will be the County's first progressive design-build, which provides an integrated approach, greater resources, and shared expertise between the design-build team and King County.

King County Metro, which serves a population of more than 2.1 million people, is leading the transit industry as an early adopter of battery-electric buses that produce no exhaust fumes, are quieter, and have the potential for lower operating costs. Metro's goal is to maintain its current fleet of approximately 1,400 coaches as it transitions to a ZEB fleet by 2035 to align with the County's equity and social justice goals. The project is scheduled to be complete by the end of 2024.

Walsh is managing all construction activities on the project, while Stantec is providing electrical engineering, transportation planning, information and communications technology design, acoustic design, charging system design, and historical archaeology.

### PROJECT LOCATION

Tukwila, WA

### STANTEC SERVICES

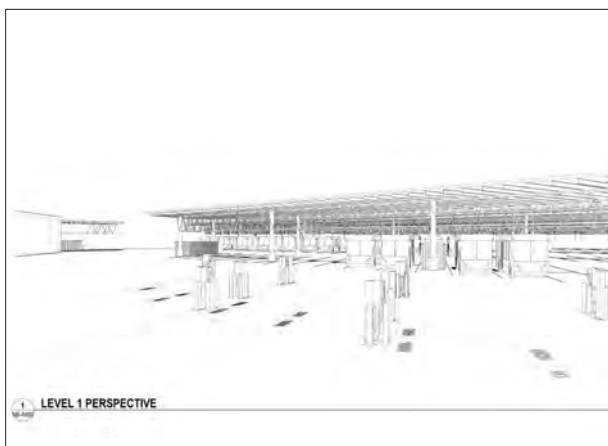
Architecture, Electrical Engineering, Predictive Energy Modeling, Lighting Design, ICT, Security, HSSE

### PROJECT SIZE

185 zero-emission buses

### PROJECT DATES

12/2020-4/2024



Stantec Proposal // RFP for TTD Zero-Emission Fleet Conversion Plan | 56

# Cost Proposal

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 **COST PROPOSAL - TTD ZEB Fleet Conversion Plan**

TASK NO.								
0	1	2	3	4	5	6	7	8
<b>Project Mgmt /Admin</b>	<b>Public Outreach</b>	<b>Existing Conditions Report</b>	<b>Zero Emission Transit Options Analysis</b>	<b>System Charging Fueling Infra. Plan</b>	<b>Estimate GHG Reduction Benefits of ZEB Fleet Conversion</b>	<b>Develop Plan-Level Cost Estimates</b>	<b>Funding Sources and Next Steps</b>	<b>Draft and Final ZEB Conversion Plan</b>
\$18,836	\$54,795	\$24,545	\$19,772	\$25,345	\$6,008	\$12,889	\$5,921	\$21,748

<b>Project Summary</b>	<b>Hours</b>	<b>Labour</b>	<b>Expense</b>	<b>Subs</b>	<b>Total</b>
<b>Total</b>	1,247	\$130,881	\$2,000	\$56,976	<b>\$189,857.00</b>

# Disclosure



# Disclosures

Stantec holds a current contract with Tahoe Transportation District. This project is the Development of a Short Range Transit Plan. Our TTD contacts are Carl Hasty and George Fink.

# Required Forms & Contract Review

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# Required Forms and Contract Review

We have reviewed your proposed RFP and contract terms and believe that should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.

On the following pages, please see the suggested modifications to your contract.

**ATTACHMENT C – DRAFT CONTRACT**  
**AGREEMENT FOR GOODS AND SERVICES**  
**BETWEEN**  
**TAHOE TRANSPORTATION DISTRICT**  
**AND**

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This Agreement for Services (“Agreement”) is entered into as of this \_\_\_\_ day of October 2023 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and \_\_\_\_\_ (“Contractor”). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twenty-four (24) months from date of execution.

**SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

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

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

**SECTION 3. ADDITIONAL SERVICES.**

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

**SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \_\_\_\_\_ dollars and (\$xxx.xx), unless additional compensation is approved in writing in accordance with Section 27 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

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

District, the original invoice shall be returned by District to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by District, District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

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

#### **SECTION 5. PROGRESS REPORTS.**

(a) Consultant shall submit progress reports to District with every invoice.

(b) Progress reports shall be sufficiently detailed for District to determine if Consultant is performing to expectations and is on schedule. Progress reports will communicate interim findings and afford occasions for airing difficulties or special circumstances encountered so that solutions can be developed. Progress reports shall include the total number of hours worked by Consultant and any subconsultants and shall include descriptions of the Services performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

(c) Separate progress reports shall be provided for each invoice. District's review of progress reports will ensure that Consultant's work meets a level of acceptability.

#### **SECTION 6. INSPECTION AND FINAL ACCEPTANCE.**

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

#### **SECTION 7. OWNERSHIP OF DOCUMENTS.**

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

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer

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

#### **SECTION 8. CONTRACTOR'S BOOKS AND RECORDS.**

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

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

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

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

#### **SECTION 10. STANDARD OF PERFORMANCE.**

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

#### **SECTION 11. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

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

#### **SECTION 12. PREVAILING WAGE LAWS.**

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

#### **SECTION 13. NONDISCRIMINATION.**

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

#### **SECTION 14. UNAUTHORIZED ALIENS.**

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

#### **SECTION 15. CONFLICTS OF INTEREST.**

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

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

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

#### **SECTION 16. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

(d) ~~Contractor shall~~ promptly notify District should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. District retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

## SECTION 17. INDEMNIFICATION.

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

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

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

(d) Limitation of Indemnification. Notwithstanding any provision of this section to the contrary, in California design professionals are required to ~~defend and~~ indemnify the District only



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

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

#### **SECTION 18. INSURANCE.**

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

#### **SECTION 19. ASSIGNMENT.**

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

#### **SECTION 20. PROJECT MANAGER AND CONTINUITY OF PERSONNEL.**

Contractor designates \_\_\_\_\_ as its Project Manager for this Agreement. The Project Manager, or a District approved designee, shall be accessible to District during normal District working hours and shall respond within twenty-four (24) hours to District inquiries or requests. The Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants including, but not limited to (1) assigning qualified personnel to perform the work and prepare deliverables; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants. There shall be no change in the person designated as the Project Manager without prior written approval by District.

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

#### **SECTION 21. TERMINATION OF AGREEMENT.**

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

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

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

#### **SECTION 22. DEFAULT.**

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

#### **SECTION 23. EXCUSABLE DELAYS.**

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

**SECTION 24. COOPERATION BY DISTRICT.**

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

**SECTION 25. NOTICES.**

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

To District: Tahoe Transportation District  
Attn: George Fink, Transportation Services Director  
P.O. Box 499  
Zephyr Cove, NV 89448  
gfink@tahoetransportation.org

To Contractor: \_\_\_\_\_  
Attn.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION 26. AUTHORITY TO EXECUTE.**

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

**SECTION 27. ADMINISTRATION AND IMPLEMENTATION.**

This Agreement shall be administered and executed by the District Manager or his or her designated representative. The District Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 "Amendment" and the District Manager's contracting authority under District's ordinances, rules and regulations.

**SECTION 28. AMENDMENT.**

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the District. The District Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the District Manager's contracting authority under the District's

ordinances, rules and regulations. All other amendments shall be approved by the District's Board. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

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

#### **SECTION 29. BINDING EFFECT.**

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

#### **SECTION 30. FEDERAL PROVISIONS.**

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

#### **SECTION 31. WAIVER.**

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

#### **SECTION 32. LAW TO GOVERN; VENUE.**

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

**SECTION 33. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 34. ENTIRE AGREEMENT.**

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

**SECTION 35. SEVERABILITY.**

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

**SECTION 36. CONFLICTING TERMS.**

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

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

**TAHOE TRANSPORTATION  
DISTRICT**

\_\_\_\_\_  
Carl Hasty  
District Manager

**ATTEST:**

\_\_\_\_\_  
Judi Allen  
Clerk of the Board

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**ATTACHMENT D****Certification regarding Debarment and Suspension**

The undersigned bidder or proposer certifies that its principals, affiliates, and subcontractors (if any) are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

This certification is a material representation of fact relied upon by TTD. If it is later determined by TTD that the undersigned knowingly rendered an erroneous certification, in addition to remedies available to TTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The undersigned agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this bid or offer is valid and throughout the period of any contract that may arise from this bid or offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Pamela Bailey-Campbell

\_\_\_\_\_  
Name and Title of Authorized Official

\_\_\_\_\_  
8/10/2023

\_\_\_\_\_  
Date

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Stantec Consulting Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Pamela Bailey-Campbell, Senior Principal

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

8/10/2023

\_\_\_\_\_  
Date



REQUEST FOR PROPOSALS FOR

# Zero-Emission Fleet Conversion Plan

AUGUST 11, 2023





MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff - George Fink, Transportation Services Director

Subject: Authorize the District Manager to Execute a Purchase Order with Gillig, LLC Under the Washington State Department of Enterprise Services Cooperative Purchasing Agreement for Transit Buses, Master Contract No. 06719-01, for the Purchase of Eight Buses (Four 35 Foot Hybrids and Four 29 Foot Diesels) and Associated Modifications and Equipment Not to Exceed \$950,000 Per Unit for Hybrid and \$615,000 Per Unit for Diesel

---

**Action Requested:**

It is requested the Board authorize the District Manager to execute a purchase order with Gillig, LLC under the Washington State Department of Enterprise Services Cooperative Purchasing Agreement for Transit Buses, Master Contract No 06719-01, for the purchase of eight buses (four 35 foot hybrids and four 29 foot diesels) and associated modifications and equipment not to exceed \$950,000 per unit for hybrid and \$615,000 per unit for diesel.

**Fiscal Analysis:**

All expenditures associated with this item are in the approved FY24 budget for bus purchases. The project budget is not to exceed \$6,260,000. TTD will be utilizing a Nevada Department of Transportation (NDOT) 5339 grant totaling \$2,080,800 and matched with \$379,200 in TDA funding, that was restricted in FY23 and reserved for this project. In addition, TTD will use Low-Emission/No-Emission 5339 (c) competitive funding received in FY19 (\$400,000) and FY23 (\$3,400,000) for low emission diesel-electric hybrids.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY24 Work Program with corresponding allotted staff time as part of transit operations. This project aligns with Strategic Goal SG-3: Increase the connectivity and reliability of a regional multi-modal transit system around the Basin.

**Background:**

Most of TTD's fleet is beyond its useful life. The current fleet consists of 25 buses, including the recent delivery of four Gillig buses. However, of those 25 buses, only 21 are operational, with one bus likely to be retired within the next six months after 17 years of service.

TTD has a duty to manage transit assets in a state of good repair and to replace those assets when they have exceeded their useful life. Both the regional Tahoe Metropolitan Planning Organization (TMPO) and TTD's Transit Asset Management (TAM) plans cite the useful life of large cutaway buses at seven years and heavy-duty fleet at twelve years. The difference is that cutaways are fiberglass bodies placed on elongated truck chassis and then further modified for public transit service (wheelchair lifts, fareboxes, destination signs, seating, etc.), whereas heavy-duty buses are purpose-built vehicles designed for public transit use, with integrated electronics, an easily accessed rear-engine compartment, low-floor design for easy entry, low-back seating with standing room and stanchions. Both TAM plans list fleet assets ready for replacement.

Staff propose to replace the large cutaways and large heavy-duty buses beyond their useful life with similar sized low-floor heavy-duty transit buses. Heavy-duty buses will improve reliability and continue to standardize TTD's fleet assets, reducing parts, training, and operations costs. Low-floor buses with front and rear doors are easier for passengers to board and alight, which improves on-time performance on fixed routes. The addition of perimeter seating and large areas for standing mean more passengers can be carried during peak demand times. Low-floor designs simplify the loading and unloading of wheelchairs, as well, by utilizing ramps rather than complicated and expensive lifts. The smaller heavy-duty buses allow increased reach into more areas of Tahoe's tight roadways, improving TTD's ability to expand into more varied service areas in the future. At the same time, the heavy-duty buses offer a smoother and more comfortable ride.

#### **Discussion:**

Staff recommends purchasing diesel-electric hybrid and diesel buses at this time. These purchases are funded primarily through two sources: NDOT's rural FTA §5339 competitive funds and FTA's §5339(c) low emission, no emission funds (low-no). TTD had obtained 5339(c) funds in the past for the purchase of the three Proterra battery-electric buses and had attempted to purchase battery-electric cutaways from Phoenix Motors.

In January of this year, Staff cancelled TTD's option to purchase the Phoenix buses when the battery pack supplier, Los Angeles-based Romeo Power, was acquired by Nikola Motors. Nikola cancelled all existing supplier agreements of Romeo Power. The abrupt cancellation of the battery supply agreement by Romeo Power-Nikola caused Phoenix Motorcars to no longer have a "Buy America" compliant vehicle. On September 18, 2022, Lightning eMotors – the manufacturer of the Phoenix buses – was delisted from the New York Stock Exchange. Mandatory delisting is usually viewed as a sign of financial distress and can sometimes signal a forthcoming bankruptcy.

On August 7, 2023 Proterra filed for Chapter 11 bankruptcy protection. It is unknown how this will affect TTD's ability to receive spare parts and support throughout the remaining 11 years of the buses' useful life. All Proterra buses were also purchased with five-year extended warranties. It remains to be seen if these will be honored by successor companies.

Although TTD had successfully competed and won three rounds of 5339(c) low-no funding for battery-electric buses, FTA indicated that competition for no emission bus funding had increased and suggested a shift in focus to applying for low emission funding. Staff applied for diesel-electric hybrids and were awarded \$3.4 million. With TTD lacking significant dedicated

capital revenues, it is important to research and develop successful competitive applications to continue to deliver capital assets.

NDOT's competitive 5339 funds are limited and require a local fund match of 15%. Staff requested a quote for a 35 foot battery-electric bus. The quote was approximately \$1,200,000 per unit with the earliest build time starting late 2025. In contrast, the proposed diesel buses are quoted at approximately \$615,000 per unit. If TTD opted to purchase battery electric buses, the four buses would cost \$4,800,000 compared to the proposal for four diesel buses at \$2,460,000. The impact to the matching local funds for the battery-electric would be significant requiring an approximately \$720,000 to \$340,800 more than the diesel buses. The cost to purchase battery-electric buses is nearly double, versus diesel, as well as the time to receive the buses.

Unfortunately, battery-electric buses continue to pose unresolved challenges. With limited range and only one charging station located at the Lake Tahoe Community College, it is impractical to use battery-electric buses to service Nevada communities outside the basin. Due to the lack of regional charging, battery-electric buses are also not suitable for testing newly trained drivers at California Department of Motor Vehicle testing centers in Yuba City and Bishop. Staff expects the Zero Emission Fleet Conversion Plan to highlight these challenges and inform the Board and staff on practical approaches. In the interim, the best choice continues to be a mix of hybrid and diesel buses.

Given the limitations of battery-electric buses due to the lack of infrastructure, the long lead times for manufacture of the buses and components of the necessary infrastructure, and the out-sized impacts to capital and local funds, Staff has shifted tact to consider more readily available and longer service life vehicles. These acquisitions will be transitional steps to address existing needs with existing resources, while staff plans and secures additional funding for fleet conversion and infrastructure development to support the transition to a zero-emission fleet.

Staff will utilize the purchase cooperative available through the Washington State Department of Enterprise Services (DES) transit bus cooperative purchase agreement to achieve economies of scale for the purchase of the eight buses. The DES contract features a variety of transit buses for transit agency needs. This contract is a State Cooperative Purchasing Schedule Contract under Section 3019 of the FAST Act and compliant with current FTA Guidelines. The state of Washington, through DES, has contracted with vendors to provide transit buses and related equipment to multiple participants, including transit organizations from other states. The Washington State DES provides the contracts, pricing, specifications, bid submissions, and solicitation information for TTD's records.

The DES purchasing process is straightforward. TTD had previously completed a Washington Transit Bus Cooperative Purchasing Agreement which governs the use of the Washington Master Contract for Transit Buses. TTD contacted the Gillig and detailed the specifications and customized the build. Gillig provided a firm fixed quote. With the Board's approval, the next step is to submit a Vehicle Purchase Request Form to DES to approve the purchase on the Master Contract. TTD will issue a purchase order and the buses will be slotted for manufacturing.

Staff recommends the Board authorize the District Manager to execute a purchase order with Gillig, LLC under the Washington State Department of Enterprise Services Cooperative Purchasing Agreement for Transit Buses, Master Contract No 06719-01, for the purchase of eight buses (four 35 foot hybrids and four 29 foot diesels) and associated modifications and

GF/ja

AGENDA ITEM: X.F.

equipment not to exceed \$950,000 per unit for hybrid and \$615,000 per unit for diesel for a total not to exceed amount of \$6,260,000.

**Additional Information:**

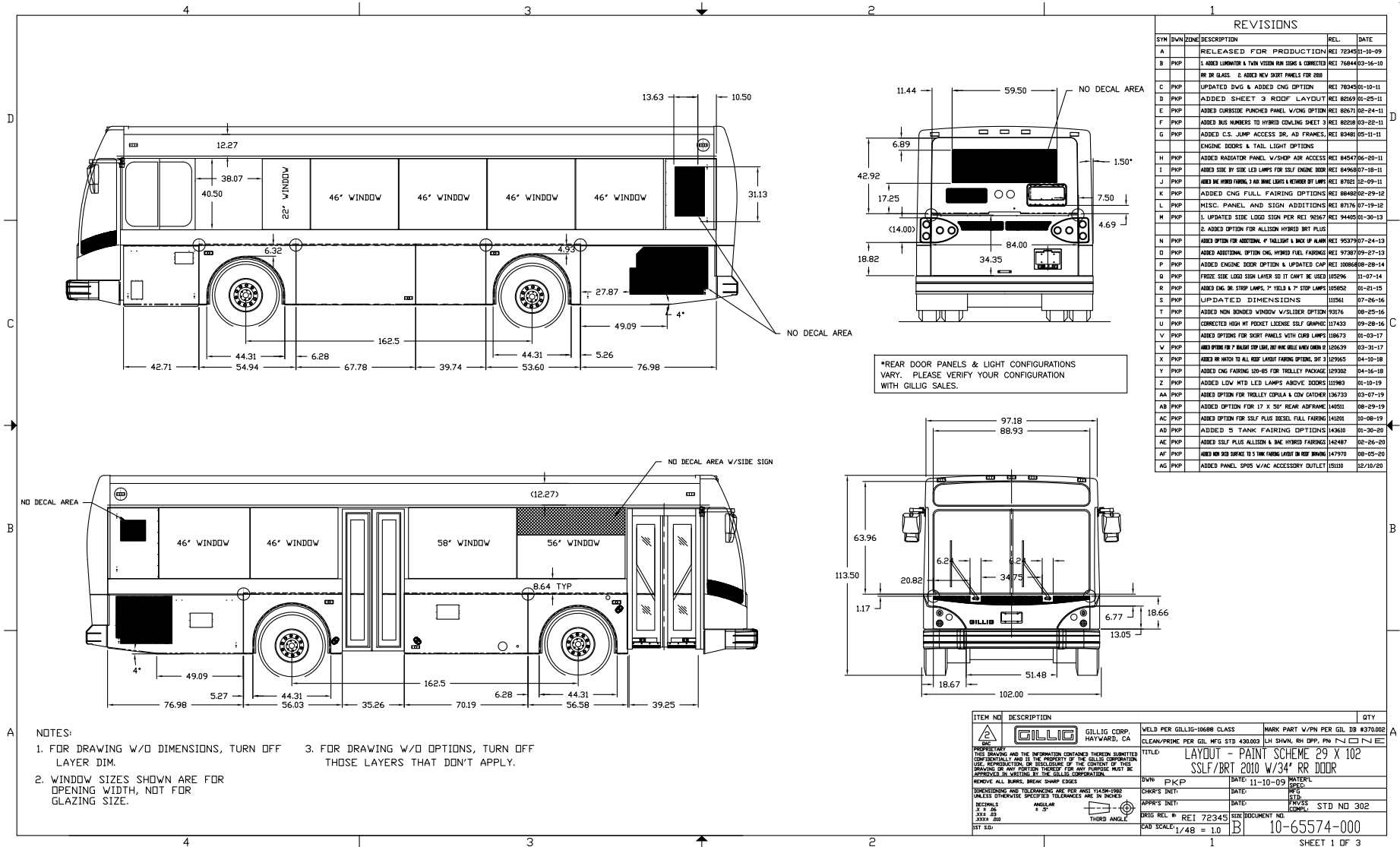
If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or [gfink@tahoetransportation.org](mailto:gfink@tahoetransportation.org).

**Attachments:**

- A. Bus Dimensions
- B. Bus Pricing

29 FOOT DIESEL

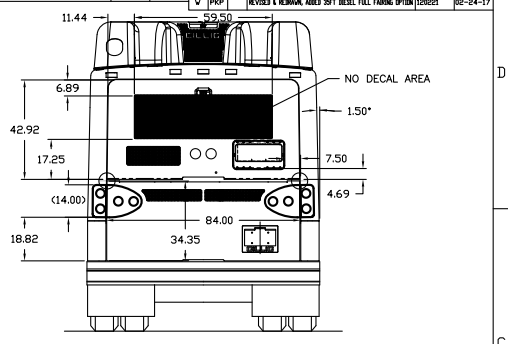
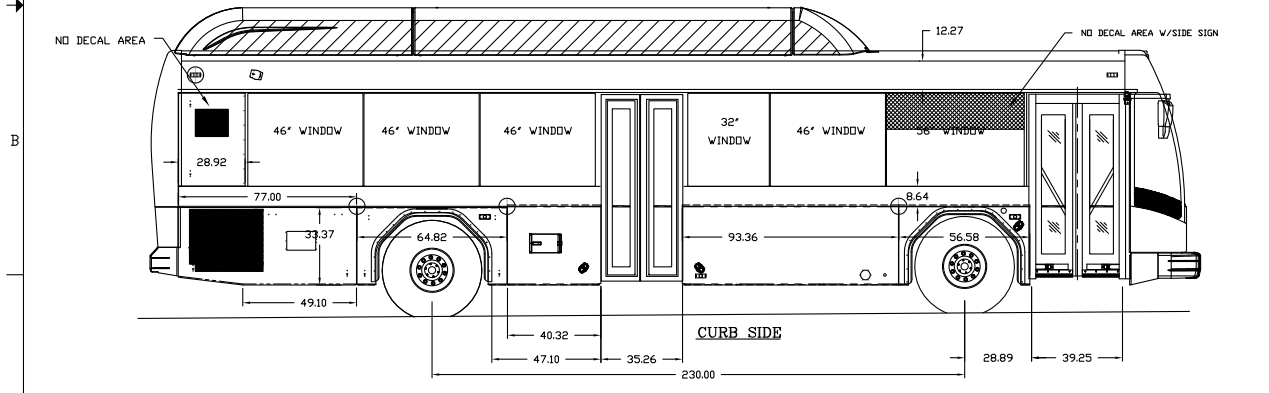
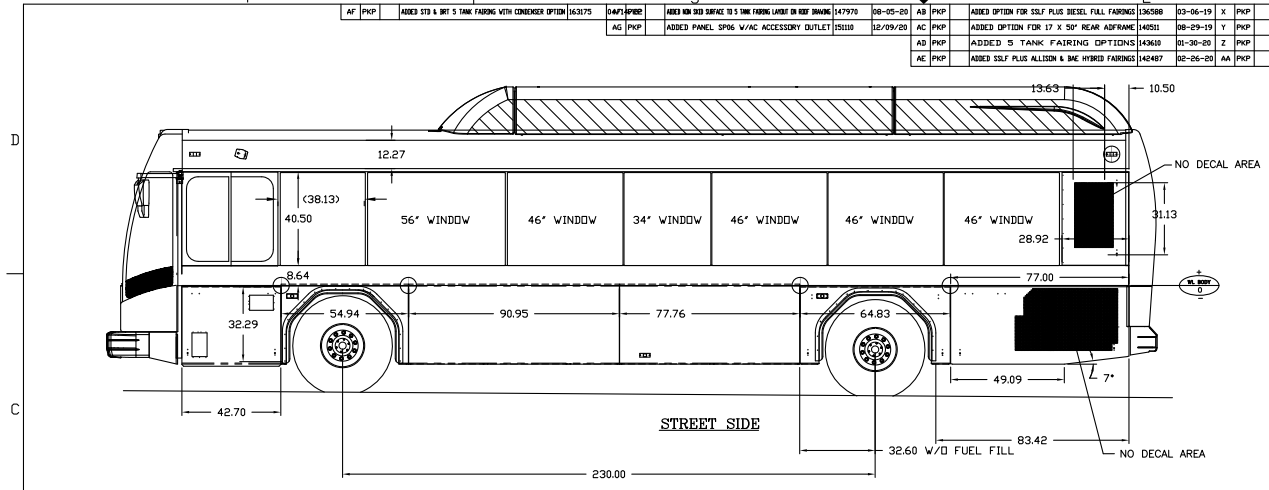
ATTACHMENT A



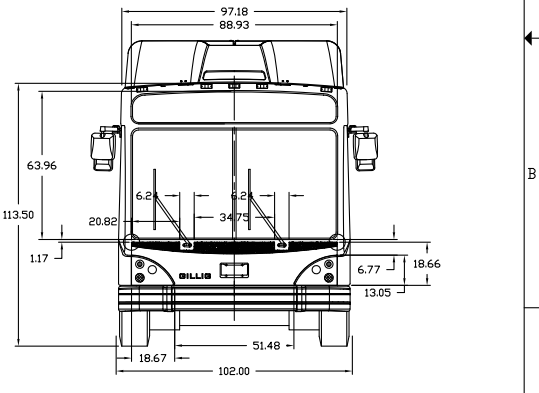
29 FOOT DIESEL

ATTACHMENT A

REV	DATE	DESCRIPTION	REL	DATE
1	03-31-17	ADDED OPTION FOR 17 X 50" REAR ADFRAME	14051	08-29-19
2	08-29-19	ADDED CENTER HATCH OPTION TO SHEET 2	110989	07-07-17
3	01-30-20	ADDED 5 TANK FAIRING OPTIONS	143610	09-13-18
4	02-26-20	ADDED SSF PLUS ALLISON & IAC HYBRID FAIRINGS	142487	01-10-19
5	03-31-17	ADDED OPTION FOR 7" INSIDE STRIP LIGHT, 80" WIDE GLE W/NO GRAB 2	120639	03-31-17
6	07-07-17	ADDED CENTER HATCH OPTION TO SHEET 2	110989	07-07-17
7	09-13-18	ADDED LAYER 72% FOR TROLLEY COP/PLA	13871	09-13-18
8	01-10-19	ADDED LOW MTD LED LAMPS ABOVE DOORS	111983	01-10-19
9	02-24-17	REVISED & REWORK, ADDED 30T DIESEL FULL FAIRING OPTION	120221	02-24-17



\*REAR DOOR PANELS & LIGHT CONFIGURATIONS VARY. PLEASE VERIFY YOUR CONFIGURATION WITH GILLIG SALES.



- NOTES:
- FOR DRAWING W/D DIMENSIONS, TURN OFF LAYER DIM.
  - WINDOW SIZES SHOWN ARE FOR OPENING WIDTH, NOT FOR GLAZING SIZE.
  - FOR DRAWING W/D OPTIONS, TURN OFF THOSE LAYERS THAT DON'T APPLY.

ITEM NO	DESCRIPTION	QTY
1	GILLIG GILLIG CORP. HAYWARD, CA	1
2	WELD PER GILLIG-10688 CLASS	1
3	CLEAN/PRIME PER GIL. HFG STD 430.003	1
4	MARK PART W/PN PER GIL. DB #376.002	1
5	LH SHWN, RH OPP, PN NONE	1
TITLE: LAYOUT PAINT SCHEME 35 X 102 SSFL/BRT 2010 W/34" RR DOOR		
DATE:	11-10-09	MATERIAL:
DATE:		FINISH:
DATE:		COMPL:
DATE:		STD NO 302
DATE:		SIZE/DOCUMENT NO.
DATE:		10-65573-000
DATE:		SHEET 1 OF 3

August 3, 2023

Mr. George Fink  
Transit System Program Manager  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89448

Dear Mr. Fink:

Thank you for your interest to purchase four (4) 29' Low Floor Diesel buses utilizing the Washington State Contract (#2020 06719-01).

Attached you will find the price variance that would pertain to your order. Gillig is pleased to quote the following:

**FOUR (4) 29' LOW FLOOR DIESEL BUSES                      \$611,951.00 each**

This price is valid for 30 days and is FOB Stateline, NV. Prices exclude any taxes and license fees. The production start date for these buses will be within 12 to 15 months from receipt of purchase order.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions please do not hesitate to contact me at 510-867-5108

Sincerely,



Lee Petersen  
Regional Sales Manager

GILLIG | 451 DISCOVERY DRIVE | LIVERMORE, CALIFORNIA 94551 | 800.735.1500

July 21, 2023

Mr. George Fink  
Transit System Program Manager  
Tahoe Transportation District  
128 Market Street, Suite 3F  
Stateline, NV 89448

Dear Mr. Fink:

Thank you for your interest to purchase five (5) 35' Low Floor Allison Hybrid buses utilizing the Washington State Contract (#2020 06719-01).

Attached you will find the price variance that would pertain to your order. Gillig is pleased to quote the following:

**FIVE (5) 35' LOW FLOOR ALLISON HYBRID BUSES      \$941,775.00 each**

This price is valid for 60 days and is FOB Stateline, NV. Prices exclude any taxes and license fees. The production start date for these buses will be within 12 to 15 months from receipt of purchase order.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions please do not hesitate to contact me at 510-867-5108

Sincerely,



Lee Petersen  
Regional Sales Manager

GILLIG | 451 DISCOVERY DRIVE | LIVERMORE, CALIFORNIA 94551 | 800.735.1500



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Joanie Schmitt CFO

Subject: Approve an Increase of Twenty-Two Cents Per Day From \$5.75 to \$5.97 to the Tahoe Regional Planning Agency’s Rental Vehicle Mitigation Fee Program

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**Action Requested:**

It is requested the Board review and approve an increase of twenty-two cents per day from \$5.75 to \$5.97 to the Tahoe Regional Planning Agency’s (TRPA) Rental Vehicle Mitigation Fee (RVMF). The increase is based on the Consumer Price Index (CPI) for the Western Region and is consistent with the proposed changes to Chapter 65.4 of the TRPA Code of Ordinances and Chapter 10.8.5 B of the TRPA Rules of Procedure.

**Fiscal Analysis:**

The increase is projected to increase the annual RVMF in the General Fund by \$3,557, based on the two-year average (FY22 and FY23) of 16,170 daily rentals.

**Work Program Analysis:**

The workload associated with this action is accounted for in the General Fund activities.

**Background:**

In December 2012, TRPA adopted their Code of Ordinances (Code). Chapter 65 Air Quality / Transportation of the Code includes section 65.4 “Rental Car Mitigation Program.” This ordinance was implemented to assist in the achievement and maintenance of environmental thresholds for transportation and air and water quality. The Ordinance applies to all transactions in which the vehicles are rented by, or delivered to, a person in the Tahoe Region. Every rental transaction is assessed for the mitigation fee, local resident rentals are exempt from the fee. The rate was last adjusted to \$5.75 in January 2023.

**Discussion:**

The Code will be brought before TRPA’s Board the September meeting with proposed amendments one of which is to change the language from ‘car’ to ‘vehicle’ making it a “Rental Vehicle Mitigation Program (RVMP)” at .

As stated in Chapter 10.8.5 B in the TRPA Rules of Procedure, the mitigation fee will be assessed for each day of the rental vehicle transaction. A second amendment changes the Rules of Procedures, replacing the mitigation fee annual adjustment mechanism from the San

Francisco Region Consumer Price Index (CPI) to the Western Regional CPI with no rounding to the nearest quarter-dollar. A third amendment is that annual future adjustments to the fee will no longer require TTD's approval, and will be made by the TRPA Board along with their other fee adjustments. The amendments will take effect sixty days after TRPA approval.

With guidance from TRPA's CFO, TTD was instructed to use the CPI for the Western Region to calculate the current fee adjustment. The Western Region CPI increased 3.9% from August 2022 to August 2023, equating to \$0.22 adjustment to the existing \$5.75 for a total of \$5.97.

These funds are received as part of TTD's General Fund and aid with overall transportation expenses that are not directly charged to other programs, including the annual audit.

The fee increase will be brought to TRPA's Board for approval at their October meeting. The increase will begin in January 2024.

**Additional Information:**

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

MEMORANDUM

Date: September 28, 2023  
To: Tahoe Transportation District (TTD) Board of Directors  
From: TTD Staff – DeDe Aspero, Human Resources/Risk Manager  
Subject: Approve Selection of the Employee Health Benefit Program for the Period December 1, 2023 through November 30, 2024

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**Action Requested:**

Staff requests the Board approve the selection of the Employee Health Benefit Program for non-bargaining employees for the period December 1, 2023 through November 30, 2024.

**Fiscal Impact:**

The management team has reviewed the proposals and recommends the Board approve the Renewal plan (Gold X PPO) from Hometown Health. If this plan is selected, the Employee Health Benefit Program is expected to cost approximately \$379,819 annually, which is 11.5% higher than last year. The fiscal year 2024 budget includes an 18% increase over prior year for planning purposes, so the increase is well within budget. The program consists of:

- Medical coverage \$353,369
- Dental coverage \$18,723
- Vision coverage \$3,504
- Life insurance \$2,073
- Short-term disability \$2,150

As a small employer, the rates for the medical plan are based on each individual and their age. The lower than budgeted rate increase allows TTD to maintain coverage for employees at 100%. For dependent coverage, employees pay 55% of the age-based premium rate and TTD pays the remaining 45%.

**Background:**

TTD supports two health care plans for its employees. The Employee Health Benefit Program is for the non-bargaining employees and provides medical, dental, vision, life insurance/accidental death & dismemberment, and short-term disability. There are less than fifty employees in this group. An annual increase is estimated and included in the budget, followed by an annual quote process as the end of the health insurance term nears. The Employee Health Benefits Program is essential for recruiting and retaining employees. An excellent benefits package that includes health coverage is extremely important for employee retention, because it shows employees that their work is invested in their overall health and future. With increasing healthcare costs, ensuring that the TTD employees have access to high-quality and affordable care is a priority.

The second plan is for the represented employees and is provided through the Teamsters Union and Collective Bargaining Agreement (CBA.) There are less than fifty employees in this group and their plan includes medical, dental, vision, and life insurance. The CBA stipulates the annual increase in cost to TTD for its employee coverage, which is built into the annual budget.

**Discussion:**

The Human Resources/Risk Manager contacted LP Insurance to request group insurance options for the upcoming plan year. LP Insurance presented small group medical quotes, as well as one large group medical quote based on the total number of TTD employees. The request for market survey information was directed at medical coverage only and focused on coverage comparable to what is currently in place. The additional fringe benefits that include dental, vision, life insurance/AD&D and short-term disability remain consistent with rates and coverage from the 2023 plan year.

The program includes a proposal from Hometown Health consisting of a renewal plan and three additional options to maintain small group coverage. The proposal also includes an option from Prominence which would move TTD from a small employer into a large group status. LP Insurance contacted additional carriers, such as Aetna, United Healthcare, Cigna, and Anthem requesting bids, but they were non-competitive or declined to quote.

Open enrollment will be held November 6 through 17, 2023, when the non-bargaining employees have the annual opportunity to review current benefit coverage to ensure that what they have in place continues to meet their needs and the needs of their family members. New medical and vision coverage will begin on December 1, 2023 and dental, life insurance/AD&D, and short-term disability will begin January 1, 2024.

**Additional Information:**

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

**Attachment:**

A. LP Insurance 2023 Renewal Analysis



# 2023 Renewal Presentation

Prepared For:  
**Tahoe  
Transportation  
District**

Presented By:



**INSURANCE**

# Executive Summary

**LP Insurance - Your Team**

**Medical - Renewal and Options**

**Dental - Renewal**

**Vision - Current**

**Life and AD&D - Renewal**

**Disability - Current**

**Next Steps - Follow Up / Open Enrollment**



## Your Dedicated Service Team



INSURANCE



### ***Account Executive***

**Nate Kerr**

[nate.kerr@lpins.net](mailto:nate.kerr@lpins.net)

**Direct:** 775.996.6018



### ***Account Manager***

**Camille Barba**

[camille.barba@lpins.net](mailto:camille.barba@lpins.net)

**Direct:** 775.221.8106

# Tahoe Transportation District

## Medical - Carriers Contacted



<i>Medical</i>		
Carrier Name	Bid Response	Notes
Hometown Health - Small Group	Current Carrier	12.5% Above Current
Prominence - Large Group	Quote Presented	9.3% Above Current
Aetna - Large Group	Quote Received - Not Competitive	17.0% Above Current
United Healthcare - Large Group	Quote Received - Not Competitive	41.6% Above Current
Cigna - Large Group	Declined to Quote	Uncompetitive
Anthem - Large Group	Declined to Quote	Uncompetitive



# Tahoe Transportation District

## Medical - Hometown Health Benefit and Cost Comparison

	<b>Current</b>	<b>Renewal</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
<b>Carrier</b>	Hometown Health	Hometown Health	Hometown Health	Hometown Health	Hometown Health
<b>Plan Name</b>	PPO 500	Gold X PPO	Gold PPO	Gold X EPO	Gold EPO
<b>Network</b>	Hometown PPO	Hometown PPO	Hometown PPO	<b>Hometown EPO</b>	<b>Hometown EPO</b>
<b>Contracted Hospital</b>	Renown / Barton /Carson Tahoe	Renown / Barton /Carson Tahoe	Renown / Barton /Carson Tahoe	Renown / Barton /Carson Tahoe	Renown / Barton /Carson Tahoe
	<u>In-Network</u>	<u>In-Network</u>	<u>In-Network</u>	<u>EPO In-Network</u>	<u>EPO In-Network</u>
<b>Individual Deductible</b>	\$500	\$0	\$0	\$0	\$0
<b>Family Deductible</b>	\$1,000	\$0	\$0	\$0	\$0
<b>Individual Out of Pocket Max.</b>	\$5,000	\$5,700	\$6,900	\$5,700	\$6,900
<b>Family Out of Pocket Max.</b>	\$10,000	\$11,400	\$13,800	\$11,400	\$13,800
<b>Primary Physician</b>	\$30	\$10	\$20	\$10	\$20
<b>Specialist Physician</b>	\$60	\$30	\$40	\$30	\$40
<b>Telemedicine</b>	\$0	\$0	\$0	\$0	\$0
<b>Urgent Care</b>	\$70	\$50	\$50	\$50	\$50
<b>Emergency Room</b>	\$1,000	\$1,000	\$1,500	\$1,000	\$1,500
<b>Lab (Non-Hospital)</b>	\$45	\$30	\$40	\$30	\$40
<b>MRI, PET, CT Scans (Non-Hospital)</b>	\$280	\$200	\$250	\$200	\$250
<b>Outpatient Surgery</b>	\$1,000	\$200	\$250	\$200	\$250
<b>Inpatient Hospitalization</b>	\$2,000	\$2,000	\$3,000	\$2,000	\$3,000
<b>Prescription Deductible</b>	None	None	None	None	None
Tier I	\$10	\$5	\$10	\$5	\$10
Tier II	\$60	\$40	\$50	\$40	\$50
Tier III	\$120	\$150	\$200	\$150	\$200
<b>Rates</b>					
<b>Estimated Monthly Premium</b>	\$26,184	\$29,447	\$27,817	\$28,220	\$26,615
<b>Estimated Annual Premium</b>	\$314,202	\$353,369	\$333,804	\$338,645	\$319,377
<b>Total \$ Over/Under Current</b>		\$39,166	\$19,602	\$24,442	\$5,175
<b>Total % Over/Under Current</b>		12.5%	6.2%	7.8%	1.6%

# Tahoe Transportation District

## Medical - Prominence Benefit and Cost Comparison

Carrier	Current		Option 1		
	Hometown Health		Prominence		
Plan Name	PPO 500		POS Triple Choice 500		
Network	Hometown PPO		Prominence HMO/PPO/ Cigna		
Contracted Hospital	Barton, Carson Tahoe, Renown		Barton, Carson Tahoe, SMC		
	<u>In-Network</u>		<u>HMO In-Network</u>	<u>PPO In-Network</u>	<u>Out-of-Network</u>
Individual Deductible	\$500		\$500	\$750	\$1,500
Family Deductible	\$1,000		\$1,000	\$1,500	\$3,000
Individual Out of Pocket Max.	\$5,000		\$4,000	\$6,000	\$12,000
Family Out of Pocket Max.	\$10,000		\$8,000	\$12,000	\$24,000
Primary Physician	\$30		\$15	\$30	50% (d)
Specialist Physician	\$60		\$30	\$60	50% (d)
Telemedicine	\$0		\$0	\$0	N/A
Urgent Care	\$70		\$50	\$100	50% (d)
Emergency Room	\$1,000		\$250	\$250	\$250
Lab (Non-Hospital)	\$45		\$0	\$0	50% (d)
MRI, PET, CT Scans (Non-Hospital)	\$280		\$250	20% (d)	50% (d)
Outpatient Surgery	\$1,000		\$250	20% (d)	50% (d)
Inpatient Hospitalization	\$2,000		\$1,000 (d)	20% (d)	50% (d)
Prescription Deductible	None			None	
Tier I	\$10			\$15	
Tier II	\$60			\$40	
Tier III	\$120			\$60	
<b>Rates</b>					
Employee	16			\$1,015	
Employee + Spouse	1			\$2,030	
Employee + Children	2	Age Banded		\$1,929	
Family	2			\$3,248	
	21				
Estimated Monthly Premium	\$26,184			\$28,626	
Estimated Annual Premium	\$314,202			\$343,517	
Total \$ Over/Under Current				\$29,314	
Total % Over/Under Current				9.3%	
				<b>13 Month Rate Guarantee</b>	

# Tahoe Transportation District Age Banded Census



Tier	Age	Current		Additional Hometown Health Options			Prominence LG Option
		PPO 500	GOLD X PPO	GOLD PPO	GOLD X EPO	GOLD EPO	Triple Choice POS
ee	65	\$1,466	\$1,610	\$1,521	\$1,543	\$1,455	\$1,015
ee	67	\$1,466	\$1,610	\$1,521	\$1,543	\$1,455	\$1,015
ee	63	\$1,404	\$1,584	\$1,496	\$1,518	\$1,432	\$1,015
ee	38	\$605	\$669	\$632	\$641	\$604	\$1,015
ee	61	\$1,327	\$1,508	\$1,424	\$1,445	\$1,363	\$1,015
ee	56	\$1,090	\$1,252	\$1,183	\$1,200	\$1,131	\$1,929
dep	7	\$374	\$410	\$388	\$393	\$371	\$0
ee	52	\$912	\$1,047	\$989	\$1,004	\$947	\$1,015
ee	40	\$617	\$686	\$648	\$657	\$620	\$3,248
sp	45	\$683	\$775	\$732	\$743	\$700	\$0
dep	16	\$407	\$461	\$435	\$442	\$417	\$0
dep	15	\$374	\$447	\$422	\$428	\$404	\$0
ee	38	\$605	\$669	\$632	\$641	\$604	\$1,015
ee	63	\$1,404	\$1,584	\$1,496	\$1,518	\$1,432	\$1,015
ee	68	\$1,466	\$1,610	\$1,521	\$1,543	\$1,455	\$1,015
ee	44	\$663	\$750	\$708	\$718	\$677	\$1,929
dep	24	\$489	\$537	\$507	\$514	\$485	\$0
dep	20	\$460	\$520	\$492	\$499	\$470	\$0
ee	41	\$625	\$699	\$660	\$670	\$631	\$1,015
ee	36	\$597	\$660	\$623	\$632	\$597	\$1,015
ee	52	\$912	\$1,047	\$989	\$1,004	\$947	\$3,248
sp	47	\$733	\$839	\$792	\$804	\$758	\$0
dep	23	\$489	\$537	\$507	\$514	\$485	\$0
dep	15	\$374	\$447	\$422	\$428	\$404	\$0
dep	25	\$489	\$539	\$509	\$516	\$487	\$0
ee	31	\$555	\$622	\$587	\$596	\$562	\$1,015
ee	36	\$597	\$660	\$623	\$632	\$597	\$1,015
ee	59	\$1,245	\$1,397	\$1,319	\$1,338	\$1,262	\$1,015
ee	48	\$764	\$877	\$829	\$841	\$793	\$2,030
sp	45	\$683	\$775	\$732	\$743	\$700	\$0
ee	44	\$663	\$750	\$708	\$718	\$677	\$1,015
ee	54	\$997	\$1,146	\$1,082	\$1,098	\$1,035	\$1,015
ee	43	\$648	\$728	\$688	\$698	\$658	\$1,015
<b>Monthly Cost</b>		<b>\$26,184</b>	<b>\$29,447</b>	<b>\$27,817</b>	<b>\$28,220</b>	<b>\$26,615</b>	<b>\$29,642</b>
<b>Annual Cost</b>		<b>\$314,202</b>	<b>\$353,369</b>	<b>\$333,804</b>	<b>\$338,645</b>	<b>\$319,377</b>	<b>\$355,698</b>

# Tahoe Transportation District

## Ancillary Benefits

	<b>Dental</b>	
Carrier	Kansas City Life	
<b>Network</b>	DDS	
	<u>In Network</u>	<u>Out-of-Network</u>
<b>Reimbursement Type</b>	Neg. Fee	90th UCR
<b>Calendar Year Deductible</b>		
Individual	\$50	
Family	\$150	
<b>Coverage Level</b>		
Preventive	100%	100%
Basic	90%	90%
Major	80%	80%
Child Ortho	50%	
<b>Annual Maximum</b>	\$1,750	
<b>Ortho Annual Maximum</b>	\$1,000	
<b>Coverage</b>		
Cleaning Frequency	Once Every Six Months	
Composite Fillings	Anterior & Posterior	
Implants	Major	
Waiting Period for Major	None	
<b>Rates</b>	<b>Current</b>	<b>Revised Renewal</b>
Employee 14	\$55.40	\$55.40
Family 5	\$156.93	\$156.93
Total 19		
<b>Estimated Monthly Premium</b>	\$1,560	\$1,560
<b>Estimated Annual Premium</b>	\$18,723	\$18,723
<b>Total \$ Over/Under Current</b>		\$0
<b>Total % Over/Under Current</b>		0.0%
<b>Rate Guarantee</b>	12 Months	

	<b>Vision</b>	
Carrier	VSP	
<b>Network</b>	VSP Signature	
	<u>In Network</u>	<u>Out-of-Network</u>
<b>Frequency</b>		
Eye Examination	12 Months	
Contact Lenses / Lenses	12 Months	
Frames	24 Months	
<b>Copayments</b>		
Exams	\$10	
Materials	\$25	
<b>Schedule of Benefits</b>		
Exam	100%	Up to \$50
Single Vision Lenses	100%	Up to \$50
Bifocal Lenses	100%	Up to \$75
Trifocal Lenses	100%	Up to \$100
Frames	Up to \$130	Up to \$70
Elective Contact Lenses	Up to \$130	Up to \$105
Med. Necessary Contacts	100%	Up to \$210
<b>Rates</b>	<b>Current</b>	
Employee 13	\$12.10	
Employee + Spouse 1	\$19.36	
Employee + Child(ren) 1	\$19.76	
Family 3	\$31.86	
Total 18		
<b>Estimated Monthly Premium</b>	\$292	
<b>Estimated Annual Premium</b>	\$3,504	
<b>Rate Guarantee</b>	Renews 12/1/2025	

# Tahoe Transportation District

## Employer Paid Life and Voluntary Life Benefits



<b>Life and AD&amp;D</b>	
<b>Carrier</b>	Kansas City Life
<b>Eligibility</b>	All Full Time Employees
<b>Benefit Amount:</b>	
Class 1	All Eligible Full Time Employees
Benefit Amount:	\$50,000
<b>Plan Features:</b>	
Accelerated Death Benefit	Included
Portability	Not Included
Waiver of Premium	Included
Travel Assistance	Not Included
<b>Benefit Reduces To:</b>	
at age 65	65%
at age 70	50%
<b>Rates</b>	<b>Current</b> <b>Revised Renewal</b>
Volume	\$815,000      \$815,000
Life/AD&D per \$1,000	\$0.212      \$0.212
<b>Estimated Monthly Premium</b>	\$173      \$173
<b>Estimated Annual Premium</b>	\$2,073      \$2,073
<b>Total \$ Over/Under Current</b>	\$0
<b>Total % Over/Under Current</b>	0.00%
<b>Rate Guarantee</b>	<b>12 Months</b>

<b>Voluntary Life</b>		
<b>Carrier</b>	Kansas City Life	
<b>Participation Requirement:</b>	10 Enrolled*	
<b>Benefit Formula:</b>		
All Eligible Employees	5x Salary to Max \$300,000	
Employee GI Amount	\$100,000 under age 70	
Dependent Life	Spouse not to exceed 50%, Child not to exceed 10% of EE Election	
Spouse	Up to \$150,000	
Spouse GI Amount	\$25,000 under age 65	
Child 14 days-6 months	\$1,500	
Child 6 months +	Up to \$10,000	
Child GI Amount	\$10,000	
<b>Plan Features:</b>		
Accelerated Death Benefit	Included	
Portability	Included	
Waiver of Premium	Included	
Travel Assistance	Included	
<b>Benefit Reduction:</b>		
at age 65	0%	
age 70	0%	
age 75	60%	
<b>Rates per \$1000:</b>	<b>Current</b>	<b>Renewal</b>
< 19	\$0.085	\$0.085
20-24	\$0.085	\$0.085
25-29	\$0.085	\$0.085
30-34	\$0.115	\$0.115
35-39	\$0.135	\$0.135
40-44	\$0.165	\$0.165
45-49	\$0.235	\$0.235
50-54	\$0.395	\$0.395
55-59	\$0.645	\$0.645
60-64	\$0.945	\$0.945
65-69	\$1.355	\$1.355
70-74+	\$2.375	\$2.375
<b>Child Life per \$1000</b>	\$0.085	\$0.085
<b>Child AD&amp;D per \$1000</b>	N/A	N/A
<b>\$ over/(under) current</b>		\$0
<b>% over/(under) current</b>		0.0%
<b>Rate Guarantee</b>	<b>12 Months</b>	

\*Current Enrollment - 3

# Tahoe Transportation District

## Short Term Disability Benefit and Cost Comparison

		<i>Short Term Disability</i>	
<b>Carrier</b>		<b>Mutual of Omaha</b>	
<b>Eligibility</b>		All Full Time Employees	
<b>Elimination Period</b>			
	Illness	14 Days	
	Accident	14 Days	
<b>Replacement Ratio</b>		60.00%	
<b>Benefit Duration</b>		11 Weeks	
<b>Maximum Weekly Benefit</b>		\$1,000	
<b>Offsets</b>			
	Salary Continuation	Yes	
	PTO	Yes	
	Individual Disability Plans	Yes	
<b>FICA Match &amp; W-2 Services</b>		Included	
<b>Pre-existing Condition Limitation</b>		None	
<b>Rates</b>		<b>Current</b>	
Volume		\$14,934	
Monthly Rate (per \$10 of Benefit)		\$0.120	
<b>Estimated Monthly Premium</b>		\$179	
<b>Estimated Annual Premium</b>		\$2,150	
<b>Rate Guarantee</b>		<b>Renews 1/1/2025</b>	

## Tahoe Transportation District Combined Benefits Annual Cost Summary

	<i>Current</i>	<i>Renewal</i>	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>	<i>Option 4</i>
<b>Medical</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Hometown Health</b>	<b>Prominence</b>
Annual Total	\$314,202	\$353,369	\$333,804	\$338,645	\$319,377	\$343,517
<b>Dental Carrier</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>
Annual Total	\$18,723	\$18,723	\$18,723	\$18,723	\$18,723	\$18,723
<b>Vision Carrier</b>	<b>VSP</b>	<b>VSP</b>	<b>VSP</b>	<b>VSP</b>	<b>VSP</b>	<b>VSP</b>
Annual Total	\$3,504	\$3,504	\$3,504	\$3,504	\$3,504	\$3,504
<b>Group Life Carrier</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>	<b>Kansas City Life</b>
Annual Total	\$2,073	\$2,073	\$2,073	\$2,073	\$2,073	\$2,073
<b>Short Term Disability Carrier</b>	<b>Mutual Of Omaha</b>	<b>Mutual Of Omaha</b>	<b>Mutual Of Omaha</b>	<b>Mutual Of Omaha</b>	<b>Mutual Of Omaha</b>	<b>Mutual Of Omaha</b>
Annual Total	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
<b>TOTAL ANNUAL PREMIUM</b>						
	\$340,653	\$379,819	\$360,254	\$365,095	\$345,828	\$369,967
\$ over/(under) current	N/A	\$39,166	\$19,602	\$24,442	\$5,175	\$29,314
% over/(under) current	N/A	11.5%	5.8%	7.2%	1.5%	8.6%

# Next Steps / Follow Ups

- 1.) **Renewal decision**
- 2.) **Open enrollment dates**

## Additional Notes / Follow Ups

Rates can be refilled (small group), subject to change until 10/1

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# LP Insurance Services, Inc. Transparency Disclosure & Disclaimer

## Coverage Highlights

The intent of this document is to briefly outline pertinent details of your insurance policies for your ready reference, and should not be considered a representation of the actual policy. For specifics on terms, coverages, exclusions, limitations, and conditions, the actual policy should be referenced.

## Insurance Quotes

All quotes are subject to final underwriting and based on that, final rates, terms, and conditions, may change from those presented in this report.

## Confidential

This document contains proprietary confidential information concerning LP Insurance Services, LLC. and our clients. It may not be distributed or reproduced without the express prior written consent of LP Insurance Services, LLC. No disclosure concerning this document shall be made without the express prior written consent of LP Insurance Services, LLC.

## Compensation

Insurance is highly regulated industry that protects individuals and commercial entities from losses. There is nothing more important to our industry and to LP Insurance Services, LLC than maintaining the trust. The Consolidated Appropriations Act, 2021 (CAA) requires covered service providers (i.e. brokers) to provide written disclosure of expected direct or indirect compensation. LP Insurance Services, LLC does not provide services pursuant to these proposal in the capacity of a plan fiduciary. The following is a summary of services to be provided and compensation for the placement of the various lines of coverage presented in this proposal and services provided..

## Direct and Indirect Compensation Estimates

Line of Coverage	Carrier	Compensation Methodology
Medical	Hometown Health	\$28 PEPM
Medical	Prominence	4%
Dental	Kansas City Life	10%
Life/Vol Life	Kansas City Life	15%
Vision	VSP	10%
STD	Mutual of Omaha	10%

LP Insurance Services, LLC may earn additional compensation from any of the above referenced insurers, vendors or other third parties that cannot be calculated as of the time this disclosure is made or prior to the group's policy is effective. Compensation may be in the form of additional commissions, bonuses or other benefits. Furthermore, we may receive corporate sponsorships for training or other programing we provide or for our own internal training. This type of compensation, or how much that may be cannot be discerned at this time. Should you have any questions about any of the above information or would like more details around it, please feel free to contact your LP Insurance Services representative.



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: Leslie Conard, Finance Manager

Subject: Informational Update Regarding Tahoe Transportation District's Federal Transit Administration's Triennial Review and Transportation Development Act's Triennial Audit

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**Action Requested:**

No action is requested, this is an informational update regarding Tahoe Transportation District's Federal Transit Administration's (FTA) Triennial Review and Transportation Development Act (TDA) Triennial Audit.

**Background:**

FTA FUNDING

TTD, along with partners, pursued the legislative provision to correct a technical problem that prevented the Tahoe region from receiving federal transportation formula funds for transit or projects as intended by the Tahoe Metropolitan Planning Organization (TMPO) designation, thereby lessening the region's dependency on discretionary fund requests. On December 4, 2015, a provision was included in Chapter 53 of Title 49, United States Code, as enacted when the President signed the Fixing America's Surface Transportation (FAST) Act, directing that the jurisdiction of the TMPO be treated as an urbanized area, based on a population of 145,000 in the State of California and 65,000 in the State of Nevada. This designation allowed the Lake Tahoe region through the TMPO to become a direct recipient of FTA's Section 5307 Formula funds for operational, administration, and capital costs.

As the current public transit operators in the region at the time, TTD and Placer County worked with the TMPO to arrive at a fair distribution of the formula funds. Subsequently, TTD and Placer County have been receiving Section 5307 funds directly from FTA for transit service. With those funds come certain administrative requirements.

TRANSPORTATION DEVELOPMENT ACT FUNDING

A source of transit operating revenue that can be used to match federal transit operating grant funds is Transportation Development Act (TDA) funds from the State of California. There are two types of TDA funds that TTD is eligible to receive as a transit operator. The two types of funds are State Transit Assistance (STA) funds and Local Transportation Funds (LTF).

### Local Transportation Fund (LTF)

TDA legislation (SB325) provides a source of financial support for public transportation by allowing counties to impose a one-quarter percent sales tax. The revenue collected from the tax is returned to the county of origin to be redistributed on a population basis. These funds are deposited in a local transportation fund (LTF). Local transportation funds are allocated by the Tahoe Regional Planning Agency, acting as the Regional Transportation Planning Agency (RTPA), for use in the counties based upon the priorities set by the TDA.

### State Transit Assistance (STA)

In addition to the LTF, State Transit Assistance (STA) funds are also made available through TDA. The STA fund program was created under Chapter 161 of the Statutes of 1979 (SB 620). Funds from the program are derived from the statewide sales tax on gasoline and diesel fuel. The money is appropriated to the Secretary of Business, Transportation and Housing Agency for allocation by formula to each RTPA. STA funds are allocated for public transportation purposes.

### **Discussion:**

#### FTA Triennial Review (Attachment A)

As a recipient of Section 5307, 5339, and 5310 funding, TTD is subject to a required triennial review, which as implied in the name, is conducted every three years. The last FTA Triennial Review was completed in FY2019. However, due to COVID, all reviews were pushed back a year. This is not considered an audit, rather it is a review to ensure that a recipient is following FTA's and best practices. In October of 2022, TTD staff was notified that its second triennial review would be conducted in 2023. TTD staff received the Recipient Information Request from the FTA in November 2022. TTD submitted the requested information to FTA by the deadline of February 2023. FTA's consultants then conducted their virtual on-site visit May 9 through May 11, 2023.

During the virtual on-site visit, 23 areas of practices were reviewed, which included financial management and capacity, maintenance, procurement, Disadvantaged Business Enterprise, Title VI, Equal Employment Opportunity, Americans with Disabilities Act, and Drug and Alcohol Program. FTA examined a sample of award management and program implementation documents and practices. No deficiencies were found in nineteen areas, leaving four deficiencies found in Transit Asset Management; Procurement; Disadvantaged Business Enterprise; and ADA Complementary Paratransit. During the last review in FY2019, TTD had seven deficiencies. There were no repeat deficiencies from the FY2019 Triennial Review.

#### Transit Asset Management (TAM)

- Deficiency – TAM plan missing elements
  - Corrective Action - TTD submitted a revised TAM plan to include a condition assessment of all assets and an investment prioritization that ranked the projects and assets. TTD submitted this information to FTA and this deficiency has been closed.

#### Procurement

- Deficiency – Pre-award and/ or post-delivery audits not performed.
  - Corrective Action – TTD must conduct a post-delivery audit within 30 days for the following vehicle purchases; electric bus purchase from Proterra and Turtle Top Four Wheel Drive Bus from Davey Coach Sales. TTD must submit procedures to ensure that pre-award and post-delivery audits for Purchaser's and FMVSS

requirements are completed for all future, FTA-assisted procurements for revenue rolling stock, and that Buy America audits for domestic content and final assembly requirements are conducted for future FTA-assisted revenue rolling stock procurements over \$150,000. TTD has submitted the requested pre-award and post-delivery documentation and has created procedures for vehicle procurements. This has been submitted to FTA for review and closeout.

#### Disadvantaged Business Enterprise (DBE)

- Deficiency – Insufficient documentation of written certifications of DBE monitoring
  - Corrective Action Plan – TTD must submit evidence that it has implemented a process for making written certifications of monitoring of DBE activity. TTD has submitted to FTA a contract reporting form for all DBE vendors to monitor the work committed to DBEs at contract award and ensure the work is being performed by requiring the consultant to prepare and include the form with every invoice. This has been submitted to FTA for review and closeout.

#### ADA – Complimentary Transit

- Deficiency – Personal care attendant (PCA) deficiencies
  - Corrective Action – TTD must submit revised eligibility procedures that do not condition the rider's eligibility by requiring that the rider always travel with a PCA, nor condition the eligibility upon the PCA providing assistance with boarding, disembarking, or the travel process.
- Deficiency – Unreasonable no-show suspension.
  - Corrective Action - TTD must submit revised procedures for ensuring that riders would only be suspended after establishing that the rider has a pattern or practice of missing scheduled trips that accounts for the rider's frequency of service usage; and accounts only for no-shows that are within the rider's control.

TTD has revised the ADA Paratransit Policies and Procedures for both deficiencies. This has been submitted to FTA for review and closeout.

#### TDA Triennial Audit (Attachment B)

As a recipient of STA and LTF funding, TTD is subject to a required TDA Triennial Audit. The last audit was completed in October 2020. This audit is an evaluation of the transit services operated by the TTD, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years.

In January of 2023, TTD staff was notified by TRPA that the audit was to be conducted in the calendar year 2023. TTD staff received the Recipient Information Request from the auditors and submitted the requested information by the deadline of February 2023. TRPA's consultants then conducted their virtual site visit on March 16, 2023.

The audit has four primary objectives: Assess compliance with TDA regulations; review improvements subsequently implemented, as well as progress toward adopted goals; evaluate the efficiency and effectiveness of the transit operator; and provide sound, constructive recommendations for improving the efficiency and functionality of the transit operator.

The review of performance evaluated the efficiency, economy, and effectiveness of TTD. The audit included five tasks.

1. A review of compliance with TDA requirements and regulations.

2. A review of the status of recommendations included in the prior Triennial Performance Audit.
3. A verification of the methodology for calculating performance indicators, including the following activities:
  - a. Assessment of internal controls
  - b. Test of data collection methods
  - c. Calculation of performance indicators
  - d. Evaluation of performance
4. Comparison of data reporting practices:
  - a. Internal reports
  - b. State Controller Reports
  - c. National Transit Database
5. Examination of the following functions:
  - a. General management and organization
  - b. Service planning
  - c. Scheduling, dispatching, and operations
  - d. Personnel management and training
  - e. Administration
  - f. Marketing and public information; and
  - g. Fleet maintenance

At the conclusion of the audit, the auditors identified two functional findings that are not considered compliance findings.

1. The TTD's ability to operate its transit programs is significantly impacted by a driver shortage.
2. The majority of the vehicles in TTD's active fleet are beyond their useful life.

Since the final audit report released in May 2023, TTD's Board approved the compensation and classification salary increases, effective July 1, 2023. The salary increases have attracted new employees, however, TTD continues to be challenged with employee turnover and staff are looking to find innovative ways to attract/ retain employees. Regarding the fleet, staff has secured a grant from NDOT in the amount of \$3,060,000 for four 29-foot diesel buses and four passenger vans, as well as a \$3.4 million dollar FTA Low or No Emission grant for the purchase of four 35-foot hybrid buses expected to arrive in FY25, which will replace eight vehicles that are beyond their useful life.

The next triennial review and TDA audit are scheduled for 2026.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Leslie Conard at (775) 589-5506 or [lconard@tahoetransportation.org](mailto:lconard@tahoetransportation.org).

**Attachments:**

- A. FTA Triennial Review
- B. TDA Triennial Audit



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam,  
American Samoa,  
Northern Mariana Islands

90 7<sup>th</sup> Street  
Suite 15-300  
San Francisco, CA 94103-6701  
415-734-9490

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Suite 440  
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213-202-3950

July 18, 2023

Alexis Hill  
Chair, Washoe County  
Tahoe Transportation District  
PO Box 499  
Zephyr Cove, NV 89448

Attn: Carl Hasty, District Manager

Re: FY 2023 Triennial Review Final Report

Dear Ms. Hill:

I am pleased to provide you with a copy of this Federal Transit Administration (FTA) report as required by 49 U.S.C. Chapter 53 and other federal requirements. The attached final report documents the FTA's Fiscal Year (FY) 2023 Triennial Review of Tahoe Transportation District (TTD) in Zephyr Cove, Nevada. Although not an audit, the [Triennial Review](#) is the FTA's assessment of TTD's compliance with federal requirements, determined by examining a sample of award management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with award requirements.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, the FTA conducted a virtual site visit for this Triennial Review. In addition, FTA expanded the review to address TTD's compliance with the administrative relief and flexibilities FTA granted and the requirements of the [COVID-19 Relief](#) funds received through the Coronavirus Aid, Relief, and Economic Security Act of 2020; Coronavirus Response and Relief Supplemental Appropriations Act of 2021; and the American Rescue Plan Act of 2021.

The Triennial Review focused on TTD's compliance in 23 areas. No deficiencies were found with FTA requirements in 19 of these areas. Deficiencies were found in four areas. TTD had no repeat deficiencies from the FY 2019 Triennial Review. Please see the table in the Executive Summary of the attached report.

Thank you for your cooperation and assistance during this Triennial Review. If you have any questions, please contact your Review Coordinator, Stephanie Gauthier-Phillips, Transportation Program Specialist, at 415-734-9465 or [s.gauthier-phillips@dot.gov](mailto:s.gauthier-phillips@dot.gov).

Sincerely,

DARIN J  
ALLAN

 Digitally signed by DARIN  
J ALLAN  
Date: 2023.07.18  
16:26:01 -07'00'

For Ray Tellis  
Regional Administrator

Attachment



**FINAL REPORT**

**FISCAL YEAR 2023  
TRIENNIAL REVIEW**

**of**

**Tahoe Transportation District  
TTD  
Zephyr Cove, Nevada**

**ID: 5896**

Performed for:

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION  
REGION 9**

Prepared By:

**Interactive Elements Inc.**

**Desk Review/Scoping Meeting Date: 3/1/2023  
Site Visit Entrance Conference Date: 5/9/2023  
Site Visit Exit Conference Date: 5/11/2023  
Draft Report Date: 6/12/2023  
Final Report Date: 7/18/2023**

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## I. Executive Summary

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Tahoe Transportation District (TTD) of Zephyr Cove, Nevada. The FTA wants to ensure that awards are administered in accordance with the requirements of Federal Public Transportation Law, 49 U.S.C., Chapter 53. The review was performed by Interactive Elements, Inc. (IEI). During the virtual site visit, the reviewer discussed the administrative and statutory requirements and reviewed recipient documents.

Due to the Coronavirus 2019 (COVID-19) Public Health Emergency, the FTA conducted a virtual site visit for this Triennial Review. In addition, the FTA expanded the review to address the TTD’s compliance with the administrative relief and flexibilities that the FTA granted, and the requirements of the [COVID-19 Relief](#) funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan (ARP) Act of 2021. The FTA also requested the TTD to share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

The FY 2023 Triennial Review focused on the TTD’s compliance in 23 areas. Deficiencies related to the COVID-19 Relief funds have been clearly identified as part of the deficiency description in the respective review area. There were no repeat deficiencies from the FY 2019 Triennial Review.

Deficiencies were found in the areas listed below.

Review Area	Deficiencies	
	Code	Description
6. Transit Asset Management	TAM2-2	TAM plan elements missing
9. Procurement	P20-2	Pre-award and/or post-delivery audits not performed
	P20-3	Pre-award and/or post-delivery certifications lacking
10. Disadvantaged Business Enterprise	DBE12-3	Insufficient documentation of written certifications of DBE monitoring
13. ADA – Complementary Paratransit	ADA-CPT2-5	Personal care attendant deficiencies
	ADA-CPT5-1	Unreasonable no-show suspension

*For review areas where deficiencies are noted, the corresponding regulatory requirements are indicated in the Appendices.*

## II. Review Background and Process

### 1. Background

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f)(2)) requires that “At least once every 3 years, the Secretary shall review and evaluate completely the performance of a recipient in carrying out the recipient’s program, specifically referring to compliance with statutory and administrative requirements...” The FTA performs this Triennial Review in accordance with its procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the recipient’s compliance in 23 areas. The basic requirements for each of these areas are summarized in Section IV. The FTA contracts with experienced reviewers to lead and conduct the Triennial Reviews, in partnership with the staff of the regional office.

This report presents the findings from the Triennial Review of the recipient. The review concentrated on procedures and practices employed since the recipient’s previous Triennial Review in 2019; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of award funds. The specific documents reviewed and referenced in this report are available at the FTA’s Region 9 office or the recipient’s office.

### 2. Process

The Triennial Review includes a pre-review assessment, a desk review and scoping meeting with the FTA regional office, and a site visit to the recipient’s location. In addition, the FTA expanded the review to address TTD’s compliance with the administrative relief and flexibilities that the FTA granted, and the requirements of the [COVID-19 Relief](#) funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan (ARP) Act of 2021. The FTA also requested the TTD to share if and/or how it suspended, deviated from, or significantly updated or altered its transit program due to the public health emergency.

The Fiscal Year (FY) 2023 process began with the regional office transmitting a notification of the review and a Recipient Information Request (RIR) to the recipient on November 11, 2022. While the recipient prepared its response to the RIR, the regional office and review team conducted a desk review. After reviewing the TTD’s response to the RIR, the regional office and the review team held a scoping meeting on February 28, 2023. Regional office staff provided electronic files as necessary to the reviewers who also accessed recipient information in the FTA electronic award management (TrAMS) and oversight tracking (OTrak) systems. Following the desk review and scoping meeting, the reviewer and the recipient corresponded and exchanged information and documentation in preparation for the virtual site visit. On April 25, 2023, prior to the virtual site visit, the reviewer sent to the recipient an agenda package indicating the issues that would be discussed, records to be reviewed, and interviews to be conducted. The virtual site visit to the TTD occurred May 9 to 11, 2023.

The virtual site visit portion of the review began with an entrance conference, at which the reviewers and regional staff discussed the purpose of the Triennial Review and the review process. The reviewers conducted additional interviews and reviewed documentation to confirm the recipient's compliance with FTA requirements.

Upon completion of the virtual site visit, the reviewers and the FTA regional office staff provided a summary of preliminary findings to the recipient at the exit conference on May 11, 2023. Section VI of this report lists the individuals participating in the site visit.

### 3. Metrics

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are:

- Not Deficient (ND): An area is considered not deficient if, during the review, nothing came to light that would indicate the requirements within the area reviewed were not met.
- Deficient (D): An area is considered deficient if any of the requirements within the area reviewed were not met.
- Not Applicable (NA): An area can be deemed not applicable if, after an initial assessment, the recipient does not conduct activities for which the requirements of the respective area would be applicable.

### III. Recipient Description

#### 1. Organization

In 1969, California and Nevada legislators agreed to a compact for sharing Lake Tahoe resources and responsibilities. The two states and the United States Congress amended the compact in 1980 with Public Law 96-551, and this amendment established the Tahoe Transportation District (TTD). TTD is responsible for facilitating and implementing safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin including transit operations.

TTD provides transit service to communities on both sides of the California-Nevada border in the Lake Tahoe Basin, along with the communities in Nevada of Minden, Gardnerville, and Carson City. The TTD Board of Directors consists of 11 members. One member is appointed by each of the following entities: the Board of Supervisors of El Dorado and Placer counties, the City of South Lake Tahoe, the Board of County Commissioners of Douglas and Washoe counties, the City of Carson City, the Truckee-North Tahoe Transportation Management Association, the South Shore Transportation Management Association, and each local transportation district that is authorized by the State of Nevada or the State of California. A member at large, representing a public or private transportation system operating in the region, is also appointed by a majority of the other voting Directors. Representatives of the California Department of Transportation (Caltrans) and the Nevada Department of Transportation (NDOT) sit on the Board as non-voting members. TTD directly operates all service. The population of its service area is 292,967.

TTD operates a network of three community (i.e., local) fixed routes and one commuter route. Service is provided daily from 5:50 am to 8:50 pm on the community routes, and from 6:15 am to 7:47 pm on the commuter route. ADA Complementary Paratransit Service operates daily from 5:45 am to 8:50 pm. TTD's Paratransit service operates extended demand response service beyond the ¾-mile boundary required by the ADA. All of TTD's transportation services are fare-free.

TTD operates a fleet of 23 FTA-funded buses, and three vehicles in paratransit. Some vehicles are used interchangeably in both fixed-route and paratransit service. All vehicles are ADA accessible. TTD's bus fleet consists of standard 35-foot transit coaches, 40-foot hybrid buses, cutaway buses, and rubber-tired trolleys. The current peak requirement is for 13 vehicles.

TTD operates from its maintenance yard located at 1679 Shop Street, South Lake Tahoe, California, and an administration facility at 128 Market Street, Stateline, Nevada. Service is oriented around three transit centers – two located in South Lake Tahoe, California, and one in Stateline, Nevada. None of these facilities have FTA interest. TTD also operates an FTA mobility hub (i.e., super-shelter) on the campus of Lake Tahoe Community College (LTCC).

## 2. Award and Project Activity

Below is a list of the TTD's open awards at the time of the review.

Federal Award Identification Number	Award Amount	Year Executed	Award Name
NV-2019-015	\$122,556	2019	FY17-19 - 5310
NV-2020-004	\$182,429	2020	FY17 5339 Capital Project
NV-2020-012	\$2,125,000	2020	5339c - FY19 Clean Transit Initiative: Fleet Facility and Equipment Modernization and Electrification
NV-2020-016	\$5,154,624	2020	Tahoe Transportation District FFY20 5307-6 CARES Act Grant - Operating Assistance and Preventative Maintenance
NV-2021-006	\$1,500,000	2021	5339c - FY18 Clean Transit Program: Charging Infrastructure Facility Improvements and Training
NV-2021-007	\$225,032	2021	FY18 5339 Capital Projects
NV-2021-015	\$1,887,628	2021	Tahoe Transportation District FFY20 5307 Grant - Operating Assistance and Preventative Maintenance
NV-2021-035	\$227,509	2021	FY19 5339 Capital Projects
NV-2021-040	\$1,956,000	2021	Purchase - 771 Southwood Blvd. Incline Village
NV-2022-008	\$1,063,937	2022	ARP Section 5307-9 Tahoe Transportation District
NV-2022-012	\$1,793,507	2022	Tahoe Transportation District FFY21 5307 Grant - Operating Assistance and Preventative Maintenance
NV-2022-013	\$407,156.	2022	FY21 5339 UZA and FY20 5339 UZA combined

The TTD received Supplemental Funds for operating assistance in award NV-2020-016 noted above. This award is not the first time that the TTD received operating assistance from the FTA.

### Projects Completed

During the review period, the TTD implemented the following FTA-funded projects:

- Operational support for transit operations.
- Preventive maintenance for transit operations.
- Purchase of three (3) battery-electric buses.
- Purchase and installation of two (2) overhead 450 kW chargers and two (2) pedestal plug-in drip chargers for nightly chargers powered by one (1) 60 kW unit as well as the respective wiring for said chargers to support electric buses at the LTCC Mobility Hub.

- Purchase of a Road Supervisor vehicle.
- Purchase of a possible future Incline Village Mobility Hub site.

### **Ongoing Projects**

The TTD is currently implementing the following noteworthy projects:

- Operational support for transit operations.
- Preventive maintenance for transit operations.
- Transit Maintenance Yard upgrades to support electric bus requirements; electric bus charging infrastructure support at either the west or east end of TTD's south shore service area.
- Cutaway bus purchases.
- Purchase of four (4) electric cutaways.
- Demolition of Incline Village Mobility Hub Site.

### **Future Projects**

The TTD plans to pursue the following noteworthy projects in the next three to five years:

- Operational Support for transit operations.
- Preventive Maintenance for transit operations.
- Maintenance and Administration Facility replacement planning.
- Planning and development of Incline Village Mobility Hub Site.



## IV. Results of the Review

### 1. Legal

Basic Requirement: The recipient must promptly notify the FTA of legal matters and additionally notify the USDOT Office of Inspector General (OIG) of any instances relating to false claims under the False Claims Act or fraud. Recipients must comply with restrictions on lobbying requirements.

Finding: No deficiencies.

### 2. Financial Management and Capacity

Basic Requirement: The recipient must have financial policies and procedures; an organizational structure that defines, assigns, and delegates fiduciary authority; and financial management systems in place to manage, match, and charge only allowable costs to the award. The recipient must conduct required Single Audits, as required by 2 CFR part 200, and provide financial oversight of subrecipients.

Finding: No deficiencies.

### 3. Technical Capacity – Award Management

Basic Requirement: The recipient must report progress of projects in awards to the Federal Transit Administration (FTA) and close awards timely.

Finding: No deficiencies.

### 4. Technical Capacity – Program Management & Subrecipient Oversight

Basic Requirement: Designated recipients of Sections 5310, 5311, and 5339 funds must develop and submit a Program Management Plan to the FTA for approval. Recipients must enter into an agreement with each subrecipient, obtain required certifications from subrecipients, report in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) on subawards, and ensure subrecipients comply with the terms of the award.

Finding: No deficiencies.

### 5. Technical Capacity – Project Management

Basic Requirement: The recipient must implement the FTA-funded projects in accordance with the award application, the FTA Master Agreement, and applicable laws and regulations using sound management practices.

Finding: No deficiencies.

## 6. Transit Asset Management

Basic Requirement: Recipients must comply with 49 CFR part 625 to ensure public transportation providers develop and implement transit asset management (TAM) plans.

Finding: One (1) deficiency.

Deficiency:

### ***TAM2-2: TAM plan elements missing***

During the review, TTD's 2022-2023 TAM plan was reviewed and discussed with TTD staff. The plan does not contain the required assessment of the condition of all assets or an investment prioritization. TTD does assess the condition of facilities, vehicles, and equipment, and records that information in spreadsheets that were submitted as part of the Recipient Information Request (RIR), but which are separate from the TAM plan. Because capital resources are at present insufficient to meet all of TTD's vehicle replacement needs, the agency's investment priorities are to replace the least reliable vehicles first with available funding, but this approach is not stated in the TAM plan.

Corrective Action and Schedule: By October 16, 2023, TTD must submit to the FTA Region 9 office a revised TAM plan that addresses all the required elements, including a condition assessment of all assets and an investment prioritization that:

1. Ranks projects to improve or manage the state of good repair over the horizon period.
2. Includes all capital assets for which the recipient has direct capital responsibility, not just federally funded assets.
3. Is ranked at the asset class level.

## 7. Satisfactory Continuing Control

Basic Requirement: The recipient must ensure that FTA-funded property will remain available and used for its originally authorized purpose throughout its useful life until disposition.

Finding: No deficiencies.

## 8. Maintenance

Basic Requirement: Recipients must keep federally funded vehicles, equipment, and facilities in good operating condition. Recipients must keep Americans with Disabilities Act (ADA) accessibility features on all vehicles, equipment, and facilities in good operating order.

Finding: No deficiencies.

## 9. Procurement

**Basic Requirement:** The non-federal entity must use its own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, and conform to applicable federal law and the standards identified in 2 CFR Part 200. State recipients can use the state's overall policies and procedures. When applied to federal procurements, those policies and procedures must still be compliant with all federal requirements as applied to non-state recipients. The flexibility afforded by 2 CFR Part 200 should not be misconstrued as absolving a state from federal requirements. For example, the FTA does not require each state DOT to have policies and procedures separate from the state education department.

**Finding:** Two (2) deficiencies.

**Deficiencies:**

### ***P20-2: Pre-award and/or post-delivery audits not performed***

During this review seven FTA-assisted procurements were examined – three for rolling stock, two for professional services, and two for materials and supplies. Two of the three rolling stock procurements were missing documentation for pre-award and post-delivery audits as required by 49 CFR Part 663. These procurements were:

- 19-05 Electric Bus Purchase
- 23-06 Four Wheel Drive Bus

**Corrective Action(s) and Schedule:** There are two corrective actions associated with this deficiency finding:

1. No later than August 17, 2023, TTD must conduct, and submit to the FTA Region 9 office, a post-delivery audit for the following vehicle purchases:
  - a. 19-05, Electric Bus Purchase from Proterra; and
  - b. 23-06, Turtle Top Four Wheel Drive Bus from Davey Coach Sales.
2. No later than October 16, 2023, TTD must submit to the FTA Region 9 office a checklist, or a supplemental procedure, that ensures TTD's procurement procedures are followed. Specifically, the checklist or supplemental procedure should ensure that pre-award and post-delivery audits for Purchaser's and FMVSS requirements are completed for all future, FTA-assisted procurements for revenue rolling stock, and that Buy America audits for domestic content and final assembly requirements are conducted for future, FTA-assisted revenue rolling stock procurements over \$150,000.

### ***P20-3: Pre-award and/or post-delivery certifications lacking***

During this review seven FTA-assisted procurements were examined – three for rolling stock, two for professional services, and two for materials and supplies. Two of the three rolling stock procurements were missing documentation for pre-award and post-delivery certifications as required by 49 CFR Part 663. These procurements were:

- 19-05 Electric Bus Purchase
- 23-06 Four Wheel Drive Bus

Corrective Action(s) and Schedule: There are two corrective actions associated with this deficiency finding:

1. No later than August 17, 2023, TTD must complete, and submit to the FTA Region 9 office, the post-delivery certifications for the following vehicle purchases:
  - a. 19-05, Electric Bus Purchase from Proterra; and
  - b. 23-06, Turtle Top Four Wheel Drive Bus from Davey Coach Sales.
2. No later than October 16, 2023, TTD must submit to the FTA Region 9 office a checklist, or a supplemental procedure that ensures TTD's procurement procedures are followed. Specifically, the checklist or supplemental procedure should ensure that pre-award and post-delivery certifications for Purchaser's and FMVSS requirements are completed for all future, FTA-assisted procurements for revenue rolling stock, and that Buy America certifications are completed for domestic content and final assembly requirements for future, FTA-assisted revenue rolling stock procurements over \$150,000.

## 10. Disadvantaged Business Enterprise (DBE)

Basic Requirement: Recipients must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipients also must create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts.

Finding: One (1) deficiency.

Deficiency:

### ***DBE12-3: Insufficient documentation of written certifications of DBE monitoring***

Per the requirements of 49 CFR 26.37(b), recipients must include a monitoring and enforcement mechanism in their DBE program to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that the recipient has reviewed contracting records and monitored work sites for this purpose. TTD was unable to provide documentation demonstrating that DBE monitoring according to the regulation was performed.

Corrective Action and Schedule: By October 16, 2023, TTD must submit evidence that it has implemented a process for making written certifications of monitoring of DBE activity on contracts to [FTACivilRightsSupport@dot.gov](mailto:FTACivilRightsSupport@dot.gov).

## 11. Title VI

Basic Requirement: The recipient must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance without regard to whether specific projects or services are federally funded. The recipient must ensure that all transit services and related benefits are distributed in an equitable manner.

Finding: No deficiencies.

## 12. Americans with Disabilities Act (ADA) – General

Basic Requirement: Titles II and III of the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

Finding: No deficiencies.

## 13. ADA – Complementary Paratransit

Basic Requirement: Under 49 CFR 37.121(a), each public entity operating a fixed-route system shall provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed-route system. “Comparability” is determined by 49 CFR 37.123-37.133. Requirements for complementary paratransit do not apply to commuter bus, commuter rail, or intercity rail systems.

Finding: Two (2) deficiencies.

Deficiency:

### ***ADA-CPT2-5: Personal care attendant deficiencies***

Per the requirements of 49 CFR 37.125, a recipient must not place conditions on a rider’s eligibility for ADA service by requiring a rider to always travel with a Personal Care Attendant (PCA). During the review it was found that TTD’s ADA Paratransit policies placed conditions on a rider’s eligibility to use the ADA service by requiring the rider to travel with a PCA under certain conditions and requiring the PCA to provide assistance with boarding, disembarking, and the travel process.

Corrective Action and Schedule: By October 16, 2023, TTD must submit revised eligibility procedures that do not condition a rider’s eligibility by requiring that the rider always travel with a PCA, nor condition the eligibility upon the PCA providing assistance with boarding, disembarking, or the travel process to [FTACivilRightsSupport@dot.gov](mailto:FTACivilRightsSupport@dot.gov).

Deficiency:

### ***ADA-CPT5-1: Unreasonable no-show suspension***

TTD’s policies for suspending riders for excessive no-shows does not adequately establish a genuine pattern, or practice of no-shows. TTD defines excessive no-shows as either 10 missed trips or missing 20 percent of scheduled trips in a calendar month. Furthermore, the current policy does not clearly indicate that only no-shows that are within the rider’s control will be counted against them. Per the requirements of 49 CFR 37.125(ii), an entity may establish an administrative process to suspend, for a reasonable period of time, the provision of

complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips (i.e., no-shows). The FTA has determined that using a raw number of no-shows, or a simple percentage of no-shows does not establish a pattern, or practice for the purposes of this requirement.

Corrective Action and Schedule: By October 16, 2023, TTD must submit to [FTACivilRightsSupport@dot.gov](mailto:FTACivilRightsSupport@dot.gov) revised procedures for ensuring that riders would only be suspended after establishing that the rider has a pattern or practice of missing scheduled trips that:

- accounts for the rider’s frequency of service usage; and
- accounts only for no-shows that are within the rider’s control.

## 14. Equal Employment Opportunity

Basic Requirement: The recipient must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program or activity receiving federal financial assistance under the federal transit laws.

Finding: No deficiencies.

## 15. School Bus

Basic Requirement: Recipients are prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally-funded equipment or facilities cannot be used to provide exclusive school bus service.

Finding: No deficiencies.

## 16. Charter Bus

Basic Requirement: Recipients are prohibited from using the FTA-funded equipment and facilities to provide charter service that unfairly competes with private charter operators. Recipients may operate charter only when the service meets a specified exception defined in rule.

Finding: No deficiencies.

## 17. Drug Free Workplace Act

Basic Requirement: Recipients are required to maintain a drug free workplace for all award-related employees; report any convictions occurring in the workplace timely; and have an ongoing drug free awareness program.

Finding: No deficiencies.

## 18. Drug and Alcohol Program

Basic Requirement: Recipients receiving Section 5307, 5309, 5311, or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: No deficiencies.

## 19. Section 5307 Program Requirements

Basic Requirements:

Recipients must participate in the transportation planning process in accordance with FTA requirements and the metropolitan and statewide planning regulations.

Recipients shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP).

Recipients are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

For fixed-route service supported with Section 5307 assistance, fares charged to seniors, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: No deficiencies.

## 20. Section 5310 Program Requirements

Basic Requirement: Recipients must expend Section 5310 funds on eligible projects that meet the specific needs of seniors and individuals with disabilities. Projects selected for funding must be included in a locally developed, coordinated public transit-human services transportation plan. Recipients must approve all subrecipient leases of Section 5310-funded vehicles. Leases of Section 5310-funded vehicles must include required terms and conditions. Either the recipient or subrecipient must hold the title to the leased vehicles.

Finding: No deficiencies.

## **21. Section 5311 Program Requirements**

Basic Requirement: States must expend Section 5311 funds on eligible projects to support rural public transportation services and intercity bus transportation. This section applies only to recipients that receive Section 5311 funds directly from FTA.

Finding: Not applicable.

## **22. Public Transportation Agency Safety Plan (PTASP)**

Basic Requirement: Recipients must comply with the Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673) to ensure public transportation providers develop and implement an Agency Safety Plan (ASP).

Finding: No deficiencies.

## **23. Cybersecurity**

Basic Requirement: Recipients that operate rail fixed guideway public transportation systems must certify compliance with the requirements for establishing a cybersecurity process under 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). This section only applies to recipients that operate rail fixed guideway public transportation systems.

Finding: Not applicable.



## V. Summary of Findings

Review Area	Finding	Deficiency		Corrective Action(s)	Response Due Date(s)	Date(s) Closed
		Code	Description			
1. Legal	ND					
2. Financial Management and Capacity	ND					
3. Technical Capacity – Award Management	ND					
4. Technical Capacity – Program Management and Subrecipient Oversight	ND					
5. Technical Capacity – Project Management	ND					
6. Transit Asset Management	D	TAM2-2	TAM plan elements missing	TTD must submit to the FTA Region 9 office a revised TAM plan that addresses all the required elements, including a condition assessment of all assets and an investment prioritization that: <ol style="list-style-type: none"> <li>1. Ranks projects to improve or manage the state of good repair over the horizon period.</li> <li>2. Includes all capital assets for which the recipient has direct capital responsibility, not just federally funded assets.</li> <li>3. Is ranked at the asset class level.</li> </ol>	10/16/2023	
7. Satisfactory Continuing Control	ND					
8. Maintenance	ND					

Review Area	Finding	Deficiency		Corrective Action(s)	Response Due Date(s)	Date(s) Closed
		Code	Description			
9. Procurement	D	P20-2	Pre-award and/or post-delivery audits not performed	TTD must conduct a post-delivery audit for the following vehicle purchases: <ul style="list-style-type: none"> <li>• 19-05, Electric Bus Purchase from Proterra; and</li> <li>• 23-06, Turtle Top Four Wheel Drive Bus from Davey Coach Sales.</li> </ul>	8/17/2023	
				TTD must submit to the FTA Region 9 office a checklist or supplemental procedure that ensures TTD's procurement procedures are followed. Specifically, the checklist or supplemental procedure should ensure that pre-award and post-delivery audits for Purchaser's and FMVSS requirements are completed for all future, FTA-assisted procurements for revenue rolling stock, and that Buy America audits for domestic content and final assembly requirements are conducted for future, FTA-assisted revenue rolling stock procurements over \$150,000.	10/16/2023	
		P20-3	Pre-award and/or post-delivery certifications lacking	TTD must complete, and submit to the FTA Region 9 Office the post-delivery certifications for the following vehicle purchases: <ul style="list-style-type: none"> <li>• 19-05, Electric Bus Purchase from Proterra; and</li> <li>• 23-06, Turtle Top Four Wheel Drive Bus from Davey Coach Sales.</li> </ul>	8/17/2023	

Review Area	Finding	Deficiency		Corrective Action(s)	Response Due Date(s)	Date(s) Closed
		Code	Description			
				TTD must submit to the FTA Region 9 office a checklist, or a supplemental procedure that ensures TTD's procurement procedures are followed. Specifically, the checklist or supplemental procedure should ensure that pre-award and post-delivery certifications for Purchaser's and FMVSS requirements are completed for all future, FTA-assisted procurements for revenue rolling stock, and that Buy America certifications are completed for domestic content and final assembly requirements for future, FTA-assisted revenue rolling stock procurements over \$150,000.	10/16/2023	
10. Disadvantaged Business Enterprise	D	DBE12-3	Insufficient documentation of written certifications of DBE monitoring	TTD must submit evidence that it has implemented a process for making written certifications of monitoring of DBE activity on contracts to <a href="mailto:FTACivilRightsSupport@dot.gov">FTACivilRightsSupport@dot.gov</a> .	10/16/2023	
11. Title VI	ND					
12. Americans with Disabilities Act (ADA) – General	ND					
13. ADA – Complementary Paratransit	D	ADA-CPT2-5	Personal care attendant deficiencies	TTD must submit revised eligibility procedures that do not condition a rider's eligibility by requiring that the rider always travel with a PCA, nor condition the eligibility upon the PCA providing assistance with boarding, disembarking, or the travel process to <a href="mailto:FTACivilRightsSupport@dot.gov">FTACivilRightsSupport@dot.gov</a> .	10/16/2023	

Review Area	Finding	Deficiency		Corrective Action(s)	Response Due Date(s)	Date(s) Closed
		Code	Description			
		ADA-CPT5-1	Unreasonable no-show suspension	TTD must submit to <a href="mailto:FTACivilRightsSupport@dot.gov">FTACivilRightsSupport@dot.gov</a> revised procedures for ensuring that riders would only be suspended after establishing that the rider has a pattern or practice of missing scheduled trips that: <ul style="list-style-type: none"> <li>• accounts for the rider's frequency of service usage; and</li> <li>• accounts only for no-shows that are within the rider's control.</li> </ul>	10/16/2023	
14. Equal Employment Opportunity	ND					
15. School Bus	ND					
16. Charter Bus	ND					
17. Drug-Free Workplace	ND					
18. Drug and Alcohol Program	ND					
19. Section 5307 Program Requirements	ND					
20. Section 5310 Program Requirements	ND					
21. Section 5311 Program Requirements	NA					
22. Public Transportation Agency Safety Plan	ND					
23. Cybersecurity	NA					

The metrics used to evaluate whether a recipient is meeting the requirements for each of the areas reviewed are: Deficient (D) / Not Deficient (ND) / Not Applicable (NA).

## VI. Participants

Name	Title	Phone Number	E-mail Address
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<b><i>Interactive Elements Inc.</i></b>			
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Patti Monahan	Associate Reviewer	617-291-8431	<a href="mailto:patti.monahan@monahanmobility.com">patti.monahan@monahanmobility.com</a>

## Appendix

### 6. Transit Asset Management

#### ***TAM2-2: TAM plan elements missing***

##### 49 CFR 625.25 Transit Asset Management Plan Requirements

*(b) Transit asset management plan elements. Except as provided in subsection (a)(3) of this section, a TAM plan must include the following elements:*

*(1) An inventory of the number and type of capital assets. The inventory must include all capital assets that a provider owns, except equipment with an acquisition value under \$50,000 that is not a service vehicle. An inventory also must include third-party owned or jointly procured exclusive-use maintenance facilities, passenger station facilities, administrative facilities, rolling stock, and guideway infrastructure used by a provider in the provision of public transportation. The asset inventory must be organized at a level of detail commensurate with the level of detail in the provider's program of capital projects;*

*(2) A condition assessment of those inventoried assets for which a provider has direct capital responsibility. A condition assessment must generate information in a level of detail sufficient to monitor and predict the performance of the assets and to inform the investment prioritization;*

*(3) A description of analytical processes or decision-support tools that a provider uses to estimate capital investment needs over time and develop its investment prioritization;*

*(4) A provider's project-based prioritization of investments, developed in accordance with section 625.33 of this part;*

### 9. Procurement

#### ***P20-2: Pre-award and/or post-delivery audits not performed***

##### 49 CFR 663 Pre-award and Post-delivery Audits of Rolling Stock Purchases "Subpart B—Pre-Award Audits"

##### 49 CFR 663.21 Pre-award audit requirements

*A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.*

49 CFR 663.23 Description of pre-award audit

*A pre-award audit under this part includes—(a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety Standards certification information as described in §663.41 or §663.43 of this part.*

49 CFR 663.25 Pre-award Buy America certification

*For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that—(a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer 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.*

49 CFR 663.27 Pre-award purchaser's requirements certification

*For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that— (a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and (b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation. Subpart C—Post-Delivery Audits*

**P20-3: Pre-award and/or post-delivery certifications lacking**49 CFR 663.31 Post-delivery audit requirements

*A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under this part is complete before title to the rolling stock is transferred to the recipient.*

49 CFR 663.33 Description of post-delivery audit

*A post-delivery audit under this part includes—(a) A post-delivery Buy America certification as described in §663.35 of this part; (b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standards self-certification information as described in §663.41 or §663.43 of this part.*

49 CFR 663.35 Post-delivery Buy America certification

*For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or (b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.*

49 CFR 663.37 Post-delivery purchaser's requirements certification

*For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—(1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications. (b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications. (c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.*

49 CFR 663.39 Post-delivery audit review

*(a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law. (b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period. Subpart D—Certification of Compliance with or Inapplicability of Federal Motor Vehicle Safety Standards.*

49 CFR 663.41 Certification of compliance with Federal motor vehicle safety standards

*If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.*



49 CFR 663.43 Certification that Federal motor vehicle standards do not apply

(a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.

**10. Disadvantaged Business Enterprise (DBE)*****DBE12-3: Insufficient documentation of written certifications of DBE monitoring***49 CFR 26.37(b)

Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).

**13. ADA – Complementary Paratransit*****ADA-CPT2-5: Personal care attendant deficiencies***49 CFR 37.125 ADA paratransit eligibility: Process

(i) In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant.

***ADA-CPT5-1: Unreasonable no-show suspension***49 CFR 37.125 ADA paratransit eligibility: Process

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

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13-22*

(ii) Provide the individual an opportunity to be heard and to present information and arguments;

*(iii) Provide the individual with written notification of the decision and the reasons for it.*

*(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.*

# TAHOE REGIONAL PLANNING AGENCY

TDA Triennial Performance Audit, FY 2019/20 - FY 2021/22  
Tahoe Transportation District



FINAL REPORT  
MAY 2023



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## Chapter 1 | Executive Summary

In 2022, the Tahoe Regional Planning Agency selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the two transit operators to which it allocates State of California Transportation Development Act (TDA) funding.

The California Public Utilities Code requires all recipients of Transportation Development Act (TDA) Article 4 funding to undergo an independent performance audit on a three-year cycle in order to maintain funding eligibility. Although not required by the TDA, triennial performance audits of Article 8 recipients are encouraged.

The Triennial Performance Audit is designed to be an independent and objective evaluation of transit services operated by the Tahoe Transportation District, providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three fiscal years. In addition to assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to which it allocates funds.

This chapter summarizes key findings and recommendations developed during the Triennial Performance Audit (TPA) of the Tahoe Transportation District public transit program for the period:

- Fiscal Year 2019/20,
- Fiscal Year 2020/21, and
- Fiscal Year 2021/22.

The Tahoe Transportation District is a bistate agency that administers the transit program for the Lake Tahoe Basin. The District's fixed-route system is comprised of three local fixed routes serving South Lake Tahoe, CA; Stateline, NV; and Minden and Gardnerville, NV. Route 19X offers commuter service to Carson City. Route 28 provides seasonal service to Sand Harbor State Park. Fixed-route service operates from 6:15 a.m. to 8:50 p.m. daily. The service went fare-free in April 2020 for the safety of the operators and passengers due to COVID-19 and continues to be fare-free.

The District's paratransit service is available to eligible passengers not able to use the fixed-route service due to disabilities or medical conditions. Paratransit service hours of operation are the same as those of regular fixed-route. TTD's paratransit service area extends beyond the three-fourths of a mile requirement to one mile and to Kingsbury Grade within the Baseline Service Area. The neighborhoods of Christmas Valley, North Upper Truckee, Tahoe Keys, Pioneer Trail, and Round Hill are included in the Extended Paratransit Service Area.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. Moore & Associates believes the evidence obtained provides a reasonable basis for our

findings and conclusions. The audit team also acknowledges that TTD provides a regional transit service and that TDA funds are utilized in both California and Nevada.

This audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

The Triennial Performance Audit includes five elements:

- Compliance requirements,
- Prior recommendations,
- Analysis of program data reporting,
- Performance Audit, and
- Functional review.

#### Test of Compliance

Based on discussions with Tahoe Transportation District staff, analysis of program performance, and an audit of program compliance and function, the auditors present no compliance findings.

#### Status of Prior Recommendations

The prior audit – completed in October 2020 by Michael Baker International for the three fiscal years ending June 30, 2019 – included three recommendations:

1. [Continue assessment of additional locally generated revenue to meet urban farebox recovery.](#)  
**Status:** No longer relevant.
2. [Explore additional opportunities for local partnerships with transportation advocates and providers to increase operational productivity.](#)  
**Status:** Implemented.
3. [Seek performance metrics that measure success of the new organizational structure.](#)  
**Status:** Implementation in progress.

#### Findings and Recommendations

Based on discussions with Tahoe Transportation District staff, analysis of program performance, and a review of program compliance and function, the audit team submits no compliance findings for the Tahoe Transportation District.

The auditors have identified two functional findings. While these findings are not compliance findings, the auditors believe they are significant enough to be addressed within this audit:

1. TTD's ability to operate its transit programs is significantly impacted by its driver shortage.
2. The majority of the vehicles in TTD's active fleet are beyond their useful life.

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In completing this Triennial Performance Audit, the auditors submit the following recommendations for TTD's public transit program. They have been divided into two categories: TDA Program compliance recommendations and functional recommendations. TDA program compliance recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the triennial audit that are not specific to TDA compliance.

Exhibit 1.1 Summary of Audit Recommendations

Functional Recommendations		Importance	Timeline
1	Continue to identify strategies to recruit drivers and reduce the burden on existing staff.	High	Ongoing
2	Work to reduce the average age of the revenue fleet in order to reduce maintenance costs and improve service reliability.	High	Ongoing

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## Chapter 2 | Audit Scope and Methodology

The Triennial Performance Audit (TPA) of Tahoe Transportation District's (TTD) public transit program covers the three-year period ending June 30, 2022. The California Public Utilities Code requires all recipients of Transit Development Act (TDA) funding to complete an independent review on a three-year cycle in order to maintain funding eligibility.

In 2022, the Tahoe Regional Planning Agency (TRPA) selected Moore & Associates, Inc., to prepare Triennial Performance Audits of itself as the RTPA and the two transit operators to which it allocates TDA funding. Moore & Associates, Inc. is a consulting firm specializing in public transportation, including audits of non-TDA Article 4 recipients. Selection of Moore & Associates, Inc. followed a competitive procurement process.

The Triennial Performance Audit is designed to be an independent and objective evaluation of Tahoe Transportation District (TTD) as a public transit operator. Direct benefits of a Triennial Performance Audit include providing operator management with information on the economy, efficiency, and effectiveness of its programs across the prior three years; helpful insight for use in future planning; and assuring legislative and governing bodies (as well as the public) that resources are being economically and efficiently utilized. Finally, the Triennial Performance Audit fulfills the requirement of PUC Section 99246(a) that the RTPA designate an entity other than itself to conduct a performance audit of the activities of each operator to which it allocates funds.

This performance audit was conducted in accordance with generally accepted government auditing standards. Those standards require that the audit team plans and performs the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for its findings and conclusions based on the audit objectives. The auditors believe the evidence obtained provides a reasonable basis for our findings and conclusions.

The audit was also conducted in accordance with the processes established by the California Department of Transportation (Caltrans), as outlined in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, as well as *Government Audit Standards* published by the U.S. Comptroller General.

### Objectives

A Triennial Performance Audit (TPA) has four primary objectives:

1. Assess compliance with TDA regulations;
2. Review improvements subsequently implemented as well as progress toward adopted goals;
3. Evaluate the efficiency and effectiveness of the transit operator; and
4. Provide sound, constructive recommendations for improving the efficiency and functionality of the transit operator.

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### Scope

The TPA is a systematic review of performance evaluating the efficiency, economy, and effectiveness of the transit operator. The audit of Tahoe Transportation District included five tasks:

1. A review of compliance with TDA requirements and regulations.
2. A review of the status of recommendations included in the prior Triennial Performance Audit.
3. A verification of the methodology for calculating performance indicators including the following activities:
  - Assessment of internal controls,
  - Test of data collection methods,
  - Calculation of performance indicators, and
  - Evaluation of performance.
4. Comparison of data reporting practices:
  - Internal reports,
  - State Controller Reports, and
  - National Transit Database.
5. Examination of the following functions:
  - General management and organization;
  - Service planning;
  - Scheduling, dispatching, and operations;
  - Personnel management and training;
  - Administration;
  - Marketing and public information; and
  - Fleet maintenance.
6. Conclusions and recommendations to address opportunities for improvement based upon analysis of the information collected and the audit of the transit operator's major functions.

### Methodology

The methodology for the Triennial Performance Audit of Tahoe Transportation District included thorough review of documents relevant to the scope of the audit, as well as information contained on TTD's website. The documents reviewed included the following (spanning the full three-year period):

- Monthly performance reports;
- State Controller Reports;
- Annual budgets;
- TDA fiscal audits;
- Transit marketing collateral;
- TDA claims;
- Fleet inventory;
- Preventive maintenance schedules and forms;
- California Highway Patrol Terminal Inspection reports;
- National Transit Database reports;

- Accident/road call logs; and
- Organizational chart.

Given impacts of the ongoing COVID-19 pandemic, the methodology for this audit included a virtual site visit with TTD representatives on March 16, 2023. The audit team met with Leslie Conard (Controller), George Fink (Transit System Program Manager), and Joanie Schmitt (Chief Financial Officer), and reviewed materials germane to the triennial audit.

This report is comprised of eight chapters divided into three sections:

1. Executive Summary: A summary of the key findings and recommendations developed during the Triennial Performance Audit process.
2. TPA Scope and Methodology: Methodology of the review and pertinent background information.
3. TPA Results: In-depth discussion of findings surrounding each of the subsequent elements of the audit:
  - Compliance with statutory and regulatory requirements,
  - Status of prior recommendations,
  - Consistency among reported data,
  - Performance measures and trends,
  - Functional audit, and
  - Findings and recommendations.

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## Chapter 3 | Program Compliance

This section examines the Tahoe Transportation District's compliance with the Transportation Development Act as well as relevant sections of the California Code of Regulations. An annual certified fiscal audit confirms TDA funds were apportioned in conformance with applicable laws, rules, and regulations. TTD considers full use of funds under California Code of Regulations (CCR) 6754(a) as referring to operating and capital funds. The TPA findings and related comments are delineated in Exhibit 3.1.

Status of compliance items was determined through discussions with TTD staff as well as an inspection of relevant documents including the fiscal audits for each year of the triennium, State Controller annual filings, California Highway Patrol terminal inspections, National Transit Database reports, year-end performance reports, and other compliance-related documentation.

No compliance issues were identified for Tahoe Transportation District.

### Developments Occurring During the Audit Period

The FY 2019/20 – FY 2021/22 audit period was significantly different than prior audit periods. The impacts of the COVID-19 pandemic resulted in significant declines in ridership and revenue, while changes to the TDA provided compliance waivers and amended existing legislation. In many instances, transit operators strove to retain operations staff despite adopting a reduced schedule, resulting in significant changes to many cost-related performance metrics. While infusions of funding through the CARES Act mitigated some of the lost revenues for federally funded programs, many transit operators have yet to return to pre-pandemic ridership and fare levels. As a result, this Triennial Performance Audit will provide an assessment not only of how the COVID-19 pandemic impacted the organization, but how it responded to the crisis.

In the 50 years since introduction of the Transportation Development Act, there have been many changes to public transportation in California. Many operators have faced significant challenges in meeting the farebox recovery ratio requirement, calling into question whether it remains the best measure for TDA compliance. In 2018, the chairs of California's state legislative transportation committees requested the California Transit Association spearhead a policy task force to examine the TDA, which resulted in a draft framework for TDA reform released in early 2020. The draft framework maintains the farebox recovery ratio requirement, but eliminates financial penalties and allows more flexibility with respect to individual operator targets. These changes have yet to be implemented due to the COVID-19 pandemic.

Assembly Bill 90, signed into law on June 29, 2020, provides temporary regulatory relief for transit operators required to conform with Transportation Development Act (TDA) farebox recovery ratio thresholds in FY 2019/20 and FY 2020/21. Assembly Bill 149, signed into law on July 16, 2021, provides additional regulatory relief by extending the provisions of AB 90 through FY 2022/23 and adjusting definitions of eligible revenues and operating costs. While the ability to maintain state mandates and performance measures is important, these measures enable transit operators to adjust to the impacts of COVID while continuing to receive their full allocations of funding under the TDA.

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Together, these two pieces of legislation include the following provisions specific to transit operator TDA funding under Article 4 and Article 8:

1. Prohibits the imposition of the TDA revenue penalty on an operator that did not maintain the required ratio of fare revenues to operating cost from FY 2019/20 through FY 2022/23.
2. Waives the annual productivity improvement requirement of Section 99244 through FY 2022/23.
3. Adds a temporary provision exempting operators from farebox recovery ratio requirements through FY 2024/25 provided they expend at least the same amount of local funds as in FY 2018/19.
4. Expands the definition of “local funds” to enable the use of federal funding, such as the CARES Act or CRRSAA, to supplement fare revenues and allows operators to calculate free and reduced fares at their actual value.
5. Adjusts the definition of operating cost to exclude the cost of ADA paratransit services, demand-response and micro-transit services designed to extend access to service, ticketing/payment systems, security, some pension costs, and some planning costs.
6. Requires the Controller to calculate and publish the allocation of transit operator revenue-based funds made pursuant to the State Transit Assistance (STA) Program for FY 2020/21 and FY 2021/22.
7. Allows operators to use STA funds as needed to keep transit service levels from being reduced or eliminated through FY 2022/23.

AB 149 also calls for an examination of the triennial performance audit process, to ensure the practice continues to be effective and beneficial.

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Exhibit 3.1 Transportation Development Act Compliance Requirements

Compliance Element	Reference	Compliance	Comments
State Controller Reports submitted on time.	PUC 99243	In compliance	FY 2019/20: January 29, 2021 FY 2020/21: January 27, 2022 FY 2021/22: January 31, 2023
Fiscal and compliance audits submitted within 180 days following the end of the fiscal year (or with up to 90-day extension).	PUC 99245	In compliance	FY 2019/20: December 2, 2020 FY 2020/21: December 1, 2021 FY 2021/22: December 7, 2022
Operator's terminal rated as satisfactory by CHP within the 13 months prior to each TDA claim.	PUC 99251 B	In compliance	September 13, 2018 September 17, 2019 September 14, 2020 October 27, 2021
Operator's claim for TDA funds submitted in compliance with rules and regulations adopted by the RTPA.	PUC 99261	In compliance	
If operator serves urbanized and non-urbanized areas, it has maintained a ratio of fare revenues to operating costs at least equal to the ratio determined by the rules and regulations adopted by the RTPA.	PUC 99270.1	Not applicable	
Except as otherwise provided, the allocation for any purpose specified under Article 8 may in no year exceed 50% of the amount required to meet the total planning expenditures for that purpose.	PUC 99405	Not applicable	TTD does not receive Article 8 funding.
An operator receiving allocations under Article 8(c) may be subject to regional, countywide, or subarea performance criteria, local match requirements, or fare recovery ratios adopted by resolution of the RTPA.	PUC 99405	Not applicable	TTD does not receive Article 8 funding.
The operator's operating budget has not increased by more than 15% over the preceding year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the change(s).	PUC 99266	In compliance	FY 2019/20: +14.02% FY 2020/21: +39.77% FY 2021/22: +41.41%  TTD typically budgets for a fully staffed operation, but in actuality is not fully staffed. This results in higher budgets.
The operator's definitions of performance measures are consistent with the Public Utilities Code Section 99247.	PUC 99247	In compliance	FTE calculation methodology is correct, but should exclude non-work hours (PTO, sick pay, vacation, jury duty, etc.) for future reporting.
The operator does not routinely staff with two or more persons a vehicle for public transportation purposes designed to be operated by one person.	PUC 99264	In compliance	

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Compliance Element	Reference	Compliance	Comments
If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating cost at least equal to one-fifth (20 percent).	PUC 99268.2, 99268.4, 99268.1	In compliance	FY 2019/20: 7.58% FY 2020/21: 3.73% FY 2021/22: 0.60%  <i>Source: TTD ACFRs FY 2020 – FY 2022. Farebox ratio set to 15% by resolution (waived until September 2022). Penalties waived under AB 90 and AB 149.</i>
If the operator serves a rural area, it has maintained a ratio of fare revenues to operating cost at least equal to one-tenth (10 percent).	PUC 99268.2, 99268.4, 99268.5	Not applicable	
For a claimant that provides only services to elderly and handicapped persons, the ratio of fare revenues to operating cost shall be at least 10 percent.	PUC 99268.5, CCR 6633.5	In compliance	FY 2019/20: 4.18% FY 2020/21: 0.00% FY 2021/22: 1.01%  <i>Source: TTD ACFRs FY 2020 – FY 2022. Penalties waived under AB 90 and AB 149.</i>
The current cost of the operator's retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing a plan approved by the RTPA, which will fully fund the retirement system for 40 years.	PUC 99271	In compliance	TTD contributes to its staff's retirement through a stand-alone retirement plan composed of an employer-controlled 401(a) account (a Social Security replacement plan) equal to 8 percent of employee compensation, an employer contribution to an employee-controlled 401(a) account equal to 4 percent of employee compensation, and an optional employee-funded and employee-controlled 457(b) account. For represented employees, TTD pays 6.2% of employee compensation for Social Security to the IRS, and the plan also includes an optional employee-funded and employee-controlled 457(b) account. TTD matches one-half of represented employees' contributions, up to a maximum of 3 percent. <i>Source: FY 2022 ACFR.</i>
If the operator receives State Transit Assistance funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act of 1964 before TDA claims are granted.	CCR 6754 (a) (3)	In compliance	

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Compliance Element	Reference	Compliance	Comments
<p>In order to use State Transit Assistance funds for operating assistance, the operator's total operating cost per revenue hour does not exceed the sum of the preceding year's total plus an amount equal to the product of the percentage change in the CPI for the same period multiplied by the preceding year's total operating cost per revenue hour. An operator may qualify based on the preceding year's operating cost per revenue hour or the average of the three prior years. If an operator does not meet these qualifying tests, the operator may only use STA funds for operating purposes according to a sliding scale.</p>	PUC 99314.6	In compliance	
<p>A transit claimant is precluded from receiving monies from the Local Transportation Fund and the State Transit Assistance Fund in an amount which exceeds the claimant's capital and operating costs less the actual amount of fares received, the amount of local support required to meet the fare ratio, the amount of federal operating assistance, and the amount received during the year from a city or county to which the operator has provided services beyond its boundaries.</p>	CCR 6634	In compliance	

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## Chapter 4 | Prior Recommendations

This section reviews and evaluates the implementation of prior Triennial Performance Audit recommendations. This objective assessment provides assurance Tahoe Transportation District has made quantifiable progress toward improving both the efficiency and effectiveness of its public transit program.

The prior audit – completed in October 2020 by Michael Baker International for the three fiscal years ending June 30, 2019 – included three recommendations:

1. Continue assessment of additional locally generated revenue to meet urban farebox recovery.

**Discussion:** The prior auditor noted TTD had made efforts when reasonably possible to include local revenues along with passenger fares in farebox recovery. However, according to the TTD, there was only so much local revenue that could be included in the farebox recovery calculation, as local revenue was needed to match capital projects or pay for operating cost not paid for by FTA grants. The inclusion of advertising and other local revenues in the farebox as shown in the CAFR was constrained by loss of additional revenues such as from Heavenly winter ski shuttles.

Integral to sustaining a planned fare-free system, TTD has been involved in the One Tahoe Initiative for the development and implementation of regional revenue sources for capital projects, transit services, and operations. The levy of transportation user fees is one of the measures being explored. With adoption of the higher urbanized farebox ratio and the consideration of a fare-free transit system to meet larger planning goals in the Tahoe Region, the auditor suggested TTD continue exploring and securing additional local revenue as allowed by State law to support farebox recovery as well as regional planning goals, such as from regional revenue in coordination with TMPO (TRPA), and local contributions such as pre-paid passenger fares through local partnerships.

**Progress:** Addressing this recommendation has been an ongoing issue. The TTD's Finance Committee and Board are aware of the lack of community support dollars. All contributions coming into the Transit System are analyzed to see if they can be applied towards farebox recovery or if they are needed for unallowable expenditures. For example, FY 2021 included the LCTOP allocation as farebox replacement. TRPA has also awarded CMAQ funds through its Regional Grant Program across the past three years. These funds were awarded for the specific purpose of replacing fares and assisting with marketing. The TTD continues to offer a zero-fare system that began on April 12, 2020 with TRPA's support in hopes to receive local contributions and working towards a regional revenue solution. TTD was happy to see the passage of AB 149 pushing potential relief from the farebox recovery ratio to July 1, 2026. However, it intends to utilize federal funds to meet its farebox recovery ratio requirements beginning in FY 2022/23. As such, this recommendation is no longer relevant.

**Status:** No longer relevant.

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2. Explore additional opportunities for local partnerships with transportation advocates and providers to increase operational productivity.

**Discussion:** The prior auditor noted the TTD experienced a decrease in ridership for multiple reasons described in the prior audit such as from the restructuring of its service to focus more on the local South Lake Tahoe and commuter markets, and discontinued seasonal casino and winter ski shuttle services. These events during the audit period contributed to declining TDA performance trends such as passengers per hour which decreased 37.2 percent system-wide, from 15.0 passengers per hour in FY 2016 to 9.4 passengers per hour in FY 2019.

The public transit industry is rooted in forging agreements and partnerships to enhance service and productivity. The auditor recommended the TTD, as part of its strategy to increase transit's presence in the community, continue strengthening its relationships with local transportation support organizations such as the South Shore Transportation Management Association (SS/TMA) to recapture passenger trips. The SS/TMA could further assist with public and stakeholder outreach efforts as well as garner support from the local business community for transit through sponsorship and purchase of passes and direct subsidies for employees.

Also, Lake Tahoe Community College (LTCC) is a local institution linked to transit. Completion of the mobility hub on the campus with electric charging station is an example of the active partnership between LTCC and TTD. The infrastructure anchors the TTD's ability to provide transit as a widely visible student service on the college campus, which can lead to other discussions such as a fare pass program.

Further, the mobility hub at LTCC provides convenient transfer/feeder point for micro-mobility modes such as bikes and scooters. Connectivity between transit and micro-mobility could be a solution to the "first-mile/last-mile" gap pervasive in the transit industry while extending the transit network which could increase transit rider attraction and retention. Pilot partnerships between micro-mobility and public transit are being tested, and case studies could provide an operating formula to develop complementary modal solutions that encourage the integration of transit with micro-mobility.

These examples highlighted the recommendation for the TTD to continue building local relationships with existing and potential new partners that can spark greater interest in transit which lead to increased ridership and improved operational productivity.

**Progress:** The TTD regularly participates in the SS/TMA, including serving on the SS/TMA communication committee. In January 2020, the TTD launched a 24-month pilot program to extend service to Lake Tahoe Community College to support access to later evening classes. TTD also coordinates with Truckee Tahoe Area Regional Transit (TART), Douglas Area Rural Transit (DART), El Dorado Transit, and Eastern Sierra Transit Authority (ESTA).

The Caldor Fire provided the TTD with an opportunity to coordinate with the City, Lake Tahoe Unified School District, and the Douglas County Sheriff's Department. The TTD's operations yard was in the first phase of the phased evacuation. Ultimately the TTD had to move to the east, ending up on the Nevada side of the lake at the school district facility. The TTD set up operations



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there and continued to operate, including evaluating residents into Reno. The TTD coordinated with the fire department to utilize paratransit vehicles with lifts to evacuate paratransit clients. When the evacuation order was lifted, the TTD assisted in moving people back from Reno. During this time, no regular routes were operated. The TTD also noted that its three battery-electric buses would not have been useful during the fire response, as there are no chargers on the Nevada side of the lake.

As a bi-state agency, the TTD has the authority to operate transit in exclusion of all others. It works with the Incline Village and Crystal Bay (IVCB) Visitor's Bureau to "loan" the authority to operate across state lines. IVCB provides funding to Placer County to provide micro-transit in Incline Village. The TTD also coordinates with the SS/TMA's South Shore micro-transit service, Lake Link.

TTD also received CMAQ funds through TRPA's Regional Grant Program to partially fund a public relations and marketing campaign promoting transit in the region.

**Status:** Implemented.

3. [Seek performance metrics that measure success of the new organizational structure.](#)

**Discussion:** The TTD's transition to an in-house service represents a significant change from the outsourcing of operations and maintenance in the past. The multitude of transit studies and regional visioning plans in the Tahoe Basin and for the TTD provided a backdrop to the strategies and goals for the system. With this new organizational structure as well as restructured service during the audit period, the prior auditor noted the TTD has the opportunity to craft performance measures that could align with new goals that were not present under contracted operations. For example, the transit vision specifically identifies three themes of safe, reliable, and attractive. Each theme when taken in context of transit operations relates to operational functions that can be measured and directly influence overall performance such as cost efficiency and service effectiveness.

Based on development of the TTD's identity and service implementation to meet these themes, either individually or in sum, the prior auditor recommended establishing a method to define success using performance trends and indicators along these themes. It noted these indicators might already be in existing documents such as the Short Range Transit Plan, Transit Master Plan, and TRPA dashboard analytics. The safety theme might associate and define success with objective measures taken over time such as number of accidents while in revenue vehicle service, number of CHP vehicle inspection findings, and number of workers compensation claims. Reliability might include on-time performance trends and daily vehicle pull-out rates, while attractiveness might include ridership changes and customer service or social media inquiries about the service. A core set of objective measures to gauge success over time under the new agency structure would bring additional visibility to the organization and service changes made to the TTD.

**Progress:** The TTD released a Request for Proposals (RFP) for an update to the SRTP that includes a specific task of evaluating performance measures for regulatory compliance. This task will be a

comprehensive look at appropriate Tahoe-specific performance measures; the data collection required for regulatory compliance; and costs of compliance. It would also include discussion and analysis of the farebox recovery requirement versus zero fare program.

With respect to prior metrics, there are some that must be adjusted to reflect the operating environment. For example, the TTD cannot use the same metric for spare ratio in an alpine environment as nationally. A big storm can result in ice that results in damage to vehicles, requiring repairs in Reno. National average trends do not apply when there is 50 feet of snow annually. The TTD worked with the TRPA to develop new performance measures when the pandemic hit. Initially the goal was survival. Subsequent performance measures have been specific to the environment and operation and tailored to the individual mode.

**Status:** Implementation in progress.

## Chapter 5 | Data Reporting Analysis

An important aspect of the Triennial Performance Audit process is assessing how effectively and consistently the transit operator reports performance statistics to local, state, and federal agencies. Often as a condition of receipt of funding, an operator must collect, manage, and report data to different entities. Ensuring such data are consistent can be challenging given the differing definitions employed by different agencies as well as the varying reporting timeframes. This chapter examines the consistency of performance data reported by Tahoe Transportation District both internally as well as to outside entities during the audit period.

Data was consistently reported within TDA fiscal audits, internal monthly performance summaries, National Transit Database (NTD) reports, and State Controller Financial Transaction Reports except as noted below.

- **Operating cost:** There is some variation between the operating cost reported in the various reports in FY 2022. That year, the difference between the lowest reported amount (NTD) and the highest (State Controller Report) was nearly five percent. This is due to grant match funds being reported differently in the different reports. NTD requested TTD classify its grant match as capital, while the State Controller Report includes it under operating expense.
- **Fare Revenue:** In FY 2021 and FY 2022, the amount of fare revenue differed between reports, with some reported as zero. This is likely due to fare replacement funds being counted in some reports and not in others, since the system went fare-free in April 2020. The State Controller Report includes a note identifying where such contributions are included.
- **Full-Time Equivalent (FTE) Employees:** While TTD appears to be using the correct definition of FTE, there still appears to be some issues with how that data is being reported. In the data provided by the operator for FY 2020, for example, it cited 109,910.57 hours, divided by 2,000, for a total of 54.96 FTE. This is consistent with the employee work hours reported to the NTD. However, 60 employees were reported to the State Controller. It was also determined that the work hours included all paid employee hours, including non-work hours. Excluding non-work hours (such as paid time off, vacation, sick time, jury duty, leave, etc.) reduced the number of hours to 100,239.04, which was divided by 2,000 for a total of 50.12 FTE. In the future, TTD should be mindful to exclude non-work hours from its calculation and report employees accurately in its State Controller Report.

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Exhibit 5.1 Data Reporting Comparison

Performance Measure	System-Wide		
	FY 2019/20	FY 2020/21	FY 2021/22
<b>Operating Cost (Actual \$)</b>			
<i>TDA fiscal audit</i>	\$5,459,226	\$5,997,517	\$6,382,490
<i>National Transit Database</i>	\$5,463,750	\$5,999,815	\$6,286,171
<i>State Controller Report</i>	\$5,459,230	\$6,004,059	\$6,596,804
<b>Fare Revenue (Actual \$)</b>			
<i>TDA fiscal audit</i>	\$392,675	\$201,671	\$0
<i>National Transit Database</i>	\$392,675	\$0	\$0
<i>State Controller Report</i>	\$392,820	\$201,671	\$42,720
<b>Vehicle Service Hours (VSH)</b>			
<i>Monthly Performance Reports</i>	32,988	30,858	28,294
<i>National Transit Database</i>	32,988	30,858	28,294
<i>State Controller Report</i>	32,988	30,860	28,293
<b>Vehicle Service Miles (VSM)</b>			
<i>Monthly Performance Reports</i>	504,726	477,627	423,821
<i>National Transit Database</i>	504,726	477,627	423,821
<i>State Controller Report</i>	504,726	477,627	423,821
<b>Passengers</b>			
<i>Monthly Performance Reports</i>	263,366	257,443	269,576
<i>National Transit Database</i>	263,366	257,443	269,576
<i>State Controller Report</i>	263,362	257,443	269,576
<b>Full-Time Equivalent Employees</b>			
<i>State Controller Report</i>	60	68	57
<i>Per TTD hours</i>	50.12	49.98	47.91
<i>Per NTD hours</i>	54.91	54.74	51.81

## Chapter 6 | Performance Analysis

Performance indicators are typically employed to quantify and assess the efficiency of a transit operator's activities. Such indicators provide insight into current operations as well as trend analysis of operator performance. Through a review of indicators, relative performance as well as possible inter-relationships between major functions is revealed.

The Transportation Development Act (TDA) requires recipients of TDA funding to track and report five performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile, and
- Vehicle Service Hours/Employee.

To assess the validity and use of performance indicators, the audit team performed the following activities:

- Assessed internal controls in place for the collection of performance-related information,
- Validated collection methods of key data,
- Calculated performance indicators, and
- Evaluated performance indicators.

The procedures used to calculate TDA-required performance measures for the current triennium were verified and compared with indicators included in similar reports to external entities (i.e., State Controller and Federal Transit Administration).

### Operating Cost

The Transportation Development Act requires an operator to track and report transit-related costs reflective of the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation. The most common method for ensuring this occurs is through a compliance audit report prepared by an independent auditor in accordance with California Code of Regulations Section 6667<sup>1</sup>. The annual independent financial audit should confirm the use of the Uniform System of Accounts and Records. *Operating cost* – as defined by PUC Section 99247(a) – excluded the following during the audit period<sup>2</sup>:

- Cost in the depreciation and amortization expense object class adopted by the State Controller pursuant to PUC Section 99243,

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<sup>1</sup> CCR Section 6667 outlines the minimum tasks which must be performed by an independent auditor in conducting the annual fiscal and compliance audit of the transit operator.

<sup>2</sup> Given the passage of AB 149, the list of excluded costs will be expanded beginning with FY 2021/22.

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- Subsidies for commuter rail services operated under the jurisdiction of the Interstate Commerce Commission,
- Direct costs of providing charter service, and
- Vehicle lease costs.

#### Vehicle Service Hours and Miles

*Vehicle Service Hours (VSH)* and *Miles (VSM)* are defined as the time/distance during which a revenue vehicle is available to carry fare-paying passengers, and which includes only those times/miles between the time or scheduled time of the first passenger pickup and the time or scheduled time of the last passenger drop-off during a period of the vehicle's continuous availability.<sup>3</sup> For example, demand-response service hours include those hours when a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those hours when the vehicle is unavailable for service due to driver breaks or lunch. For both demand-response and fixed-route services, service hours will exclude hours of "deadhead" travel to the first scheduled pick-up, and will also exclude hours of "deadhead" travel from the last scheduled drop-off back to the terminal. For fixed-route service, a vehicle is in service from first scheduled stop to last scheduled stop, whether or not passengers board or exit at those points (i.e., subtracting driver lunch and breaks but including scheduled layovers).

#### Passenger Counts

According to the Transportation Development Act, *total passengers* is equal to the total number of unlinked trips (i.e., those trips that are made by a passenger that involve a single boarding and departure), whether revenue-producing or not.

#### Employees

*Employee hours* is defined as the total number of hours (regular or overtime) which all employees have worked, and for which they have been paid a wage or salary. The hours must include transportation system-related hours worked by persons employed in connection with the system (whether or not the person is employed directly by the operator). Full-Time Equivalent (FTE) is calculated by dividing the number of person-hours by 2,000.

#### Fare Revenue

*Fare revenue* is defined by California Code of Regulations Section 6611.2 as revenue collected from the farebox plus sales of fare media.

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<sup>3</sup> A vehicle is considered to be in revenue service despite a no-show or late cancellation if the vehicle remains available for passenger use.

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### TDA Required Indicators

To calculate the TDA indicators for the Tahoe Transportation District, the following sources were employed:

- Operating Cost was not independently calculated as part of this audit. Operating Cost data were obtained via NTD reports for each fiscal year covered by this audit. Operating Cost from the reports was compared against that reported in the District's audited financial reports and appeared to be consistent with TDA guidelines. In accordance with PUC Section 99247(a), the reported costs excluded depreciation and other allowable expenses.
- Fare Revenue was not independently calculated as part of this audit. Fare revenue data were obtained via NTD reports for each fiscal year covered by this audit. This appears to be consistent with TDA guidelines as well as the uniform system of accounts.
- Vehicle Service Hours (VSH) data were obtained via NTD reports submitted to the FTA for each fiscal year covered by this audit. The District's calculation methodology is consistent with PUC guidelines.
- Vehicle Service Miles (VSM) data were obtained via NTD reports submitted to the FTA for each fiscal year covered by this audit. The District's calculation methodology is consistent with PUC guidelines.
- Unlinked trip data were obtained via NTD reports submitted to the FTA for each fiscal year covered by this audit. The District's calculation methodology is consistent with PUC guidelines.
- Full-Time Equivalent (FTE) data were obtained from State Controller Reports for each fiscal year covered by this review. Use of the TDA definition regarding FTE calculation was confirmed.

### System Performance Trends

System-wide, operating cost experienced a net 15.1 percent increase during the audit period, and a 13.4 percent net increase across the last six years. Fare revenue, however, steadily decreased during the six-year period, with most of the decline occurring in FY 2020/21 and FY 2021/22 due to the transition to zero-fare. This resulted in a net 100 percent decrease in actual fare revenues during the audit period and a net 100 percent decrease over six years.

Vehicle service hours (VSH) declined every year of the six-year period. This resulted in a net 14.2 percent decrease during the audit period and a net 44.2 percent decrease during the six-year period. Vehicle service miles (VSM) also decreased every year during the six-year period. This resulted in an overall net decrease of 16 percent during the audit period, and a net decrease of 42.3 percent during the six-year period. Ridership declined during five years of the six-year period, though the most significant declines actually occurred prior to the COVID-19 pandemic due to the restructuring of the service which resulted in the elimination of the casino and winter ski shuttles in FY 2019. This led to a 2.4 percent net increase during the audit period and a 68.4 percent net decrease across the six-year period.

Cost-related metrics typically provide an indicator of a system's efficiency, while passenger-related metrics offer insight into its productivity. Improvements are characterized by increases in passenger-related metrics and decreases in cost-related metrics. Operating cost per passenger increased by 12.4

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percent during the audit period. Passenger-related metrics rose during the audit period, with passengers per VSH increasing by 19.3 percent and passengers per VSM increasing by 21.9 percent.

Exhibit 6.1 System Performance Indicators

Performance Measure	System-wide					
	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
<b>Operating Cost (Actual \$)</b>	\$5,545,453	\$6,041,423	\$5,915,925	\$5,463,750	\$5,999,815	\$6,286,171
Annual Change		8.9%	-2.1%	-7.6%	9.8%	4.8%
<b>Fare Revenue (Actual \$)</b>	\$578,048	\$561,103	\$619,425	\$392,675	\$0	\$0
Annual Change		-2.9%	10.4%	-36.6%	-100.0%	-100.0%
<b>Vehicle Service Hours (VSH)</b>	50,733	48,312	35,918	32,988	30,858	28,294
Annual Change		-4.8%	-25.7%	-8.2%	-6.5%	-8.3%
<b>Vehicle Service Miles (VSM)</b>	734,690	721,987	560,449	504,726	477,627	423,821
Annual Change		-1.7%	-22.4%	-9.9%	-5.4%	-11.3%
<b>Passengers</b>	852,968	643,594	338,726	263,366	257,443	269,576
Annual Change		-24.5%	-47.4%	-22.2%	-2.2%	4.7%
<b>Employees</b>	68	74	57	60	68	57
Annual Change		8.8%	-23.0%	5.3%	13.3%	-16.2%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$109.31	\$125.05	\$164.71	\$165.63	\$194.43	\$222.17
Annual Change		14.4%	31.7%	0.6%	17.4%	14.3%
<b>Operating Cost/Passenger (Actual \$)</b>	\$6.50	\$9.39	\$17.47	\$20.75	\$23.31	\$23.32
Annual Change		44.4%	86.1%	18.8%	12.3%	0.1%
<b>Passengers/VSH</b>	16.81	13.32	9.43	7.98	8.34	9.53
Annual Change		-20.8%	-29.2%	-15.3%	4.5%	14.2%
<b>Passengers/VSM</b>	1.16	0.89	0.60	0.52	0.54	0.64
Annual Change		-23.2%	-32.2%	-13.7%	3.3%	18.0%
<b>Farebox Recovery</b>	10.4%	9.3%	10.5%	7.2%	0.0%	0.0%
Annual Change		-10.9%	12.7%	-31.4%	-100.0%	-100.0%
<b>Hours/Employee</b>	746.1	652.9	630.1	549.8	453.8	496.4
Annual Change		-12.5%	-3.5%	-12.7%	-17.5%	9.4%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$7.55	\$8.37	\$10.56	\$10.83	\$12.56	\$14.83
Annual Change		10.9%	26.1%	2.6%	16.0%	18.1%
<b>VSM/VSH</b>	14.48	14.94	15.60	15.30	15.48	14.98
Annual Change		3.2%	4.4%	-1.9%	1.2%	-3.2%
<b>Fare/Passenger</b>	\$0.68	\$0.87	\$1.83	\$1.49	\$0.00	\$0.00
Annual Change		28.6%	109.8%	-18.5%	-100.0%	-100.0%

Sources: FY 2016/17 – FY 2018/19 data from prior Triennial Performance Audit. FY 2019/20 – FY 2021/22 data from NTD reports. System operating costs include reconciling items not reflected in mode-specific totals. FY 2019/20 – FY 2021/22 FTE data from State Controller reports.



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Exhibit 6.2 System Ridership

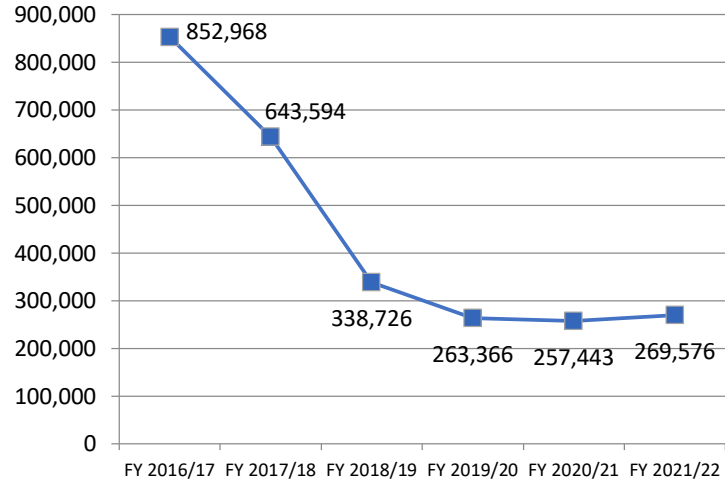


Exhibit 6.3 System Operating Cost/VSH

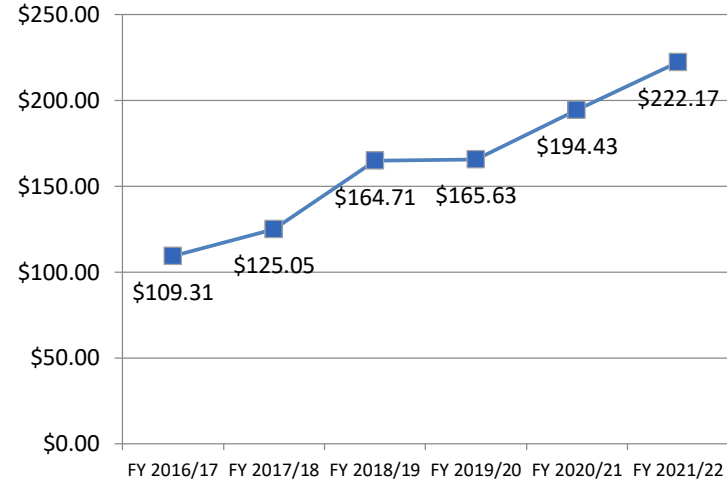


Exhibit 6.4 System Operating Cost/VSM

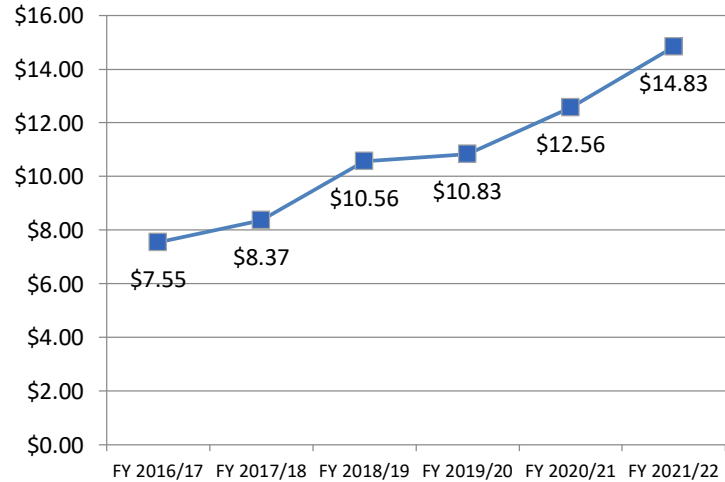
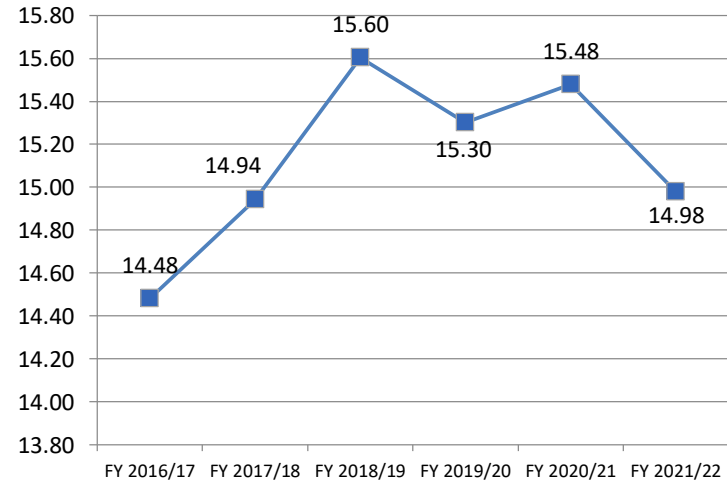


Exhibit 6.5 System VSM/VSH



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Exhibit 6.6 System Operating Cost/Passenger

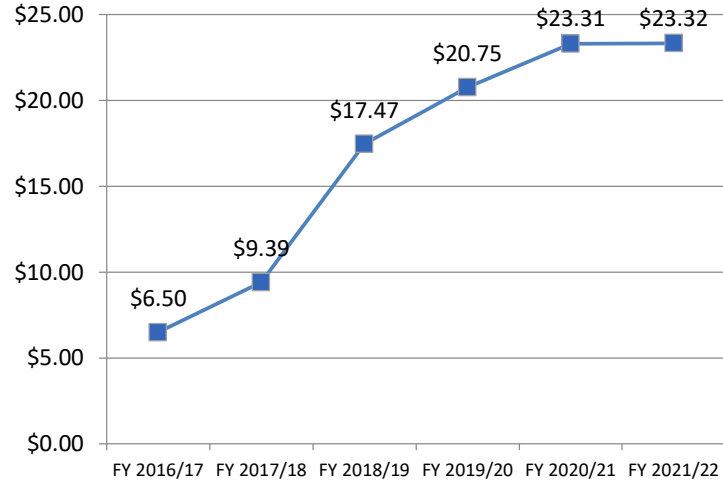


Exhibit 6.7 System Passengers/VSH

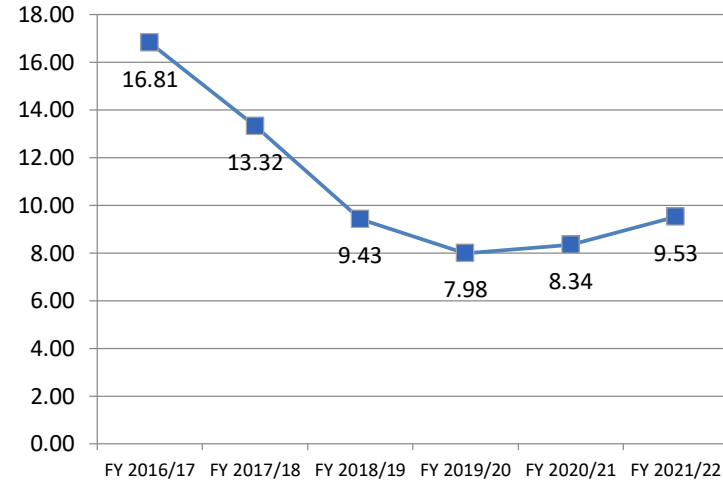


Exhibit 6.8 System Passengers/VSM

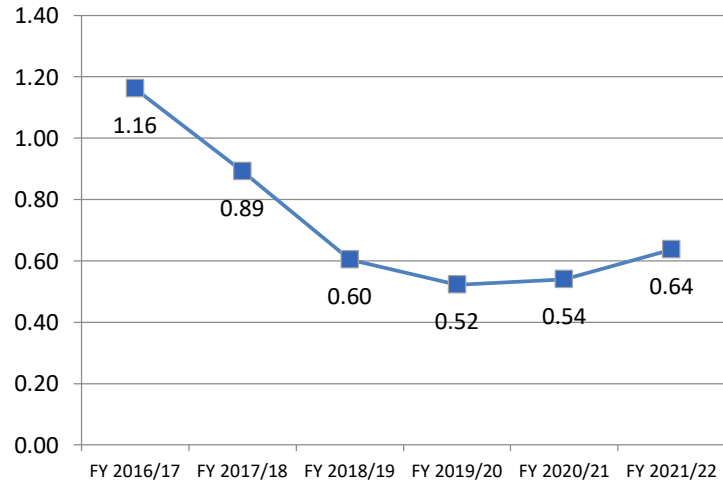
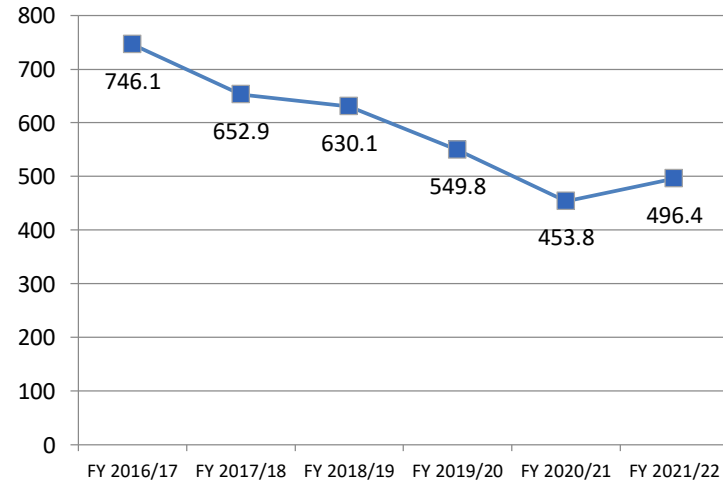


Exhibit 6.9 System VSH/FTE



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Exhibit 6.10 System Farebox Recovery

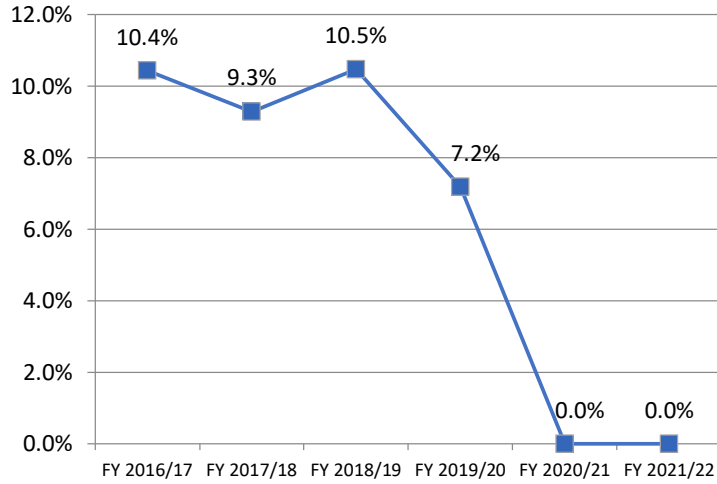
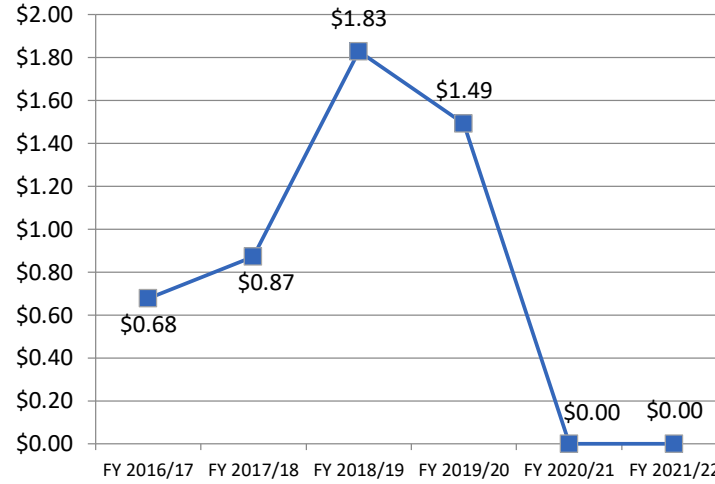


Exhibit 6.11 System Fare/Passenger



### Fixed-Route Performance Trends

Fixed-route operating cost experienced a net 8.5 percent increase during the audit period, and a 7.9 percent net increase across the last six years. Fare revenue, however, declined during five years of the six-year period, with the greatest decline occurring in FY 2020/21 and FY 2021/22 due to the transition to zero-fare. This resulted in a net 100 percent decrease during the audit period and a net 100 percent decrease over six years.

Vehicle service hours (VSH) declined every year. This resulted in a net 16.6 percent decrease during the audit period and a net 46.4 percent decrease during the six-year period. Vehicle service miles (VSM) experienced the same pattern with a net 18.5 percent decrease during the audit period and a net 43 percent decrease during the six-year period. Ridership declined every year except FY 2021/22 with significant declines occurring in FY 2017/18 and FY 2018/19 due to significant service changes (25.1 percent and 48.5 percent, respectively). This led to a 3.7 percent net increase during the audit period, but a 68.8 percent net decrease across the six-year period.

Due to the increase in operating cost in FY 2020/21, fixed-route cost-related metrics increased during the audit period. Operating cost per passenger rose by 4.6 percent during the audit period. Passenger-related metrics increased slightly during the audit period, with passengers per VSH increasing by 24.5 percent and passengers per VSM increasing by 27.3 percent.

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Exhibit 6.12 Fixed-Route Performance Indicators

Performance Measure	Fixed-Route					
	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
<b>Operating Cost (Actual \$)</b>	\$4,734,269	\$5,195,808	\$5,175,731	\$4,710,123	\$5,268,800	\$5,109,104
<i>Annual Change</i>		9.7%	-0.4%	-9.0%	11.9%	-3.0%
<b>Fare Revenue (Actual \$)</b>	\$506,765	\$479,480	\$548,224	\$366,796	\$0	\$0
<i>Annual Change</i>		-5.4%	14.3%	-33.1%	-100.0%	-100.0%
<b>Vehicle Service Hours (VSH)</b>	43,654	40,808	29,898	28,059	26,731	23,388
<i>Annual Change</i>		-6.5%	-26.7%	-6.2%	-4.7%	-12.5%
<b>Vehicle Service Miles (VSM)</b>	639,926	623,622	484,583	447,570	429,850	364,834
<i>Annual Change</i>		-2.5%	-22.3%	-7.6%	-4.0%	-15.1%
<b>Passengers</b>	834,928	625,492	321,883	251,230	249,932	260,617
<i>Annual Change</i>		-25.1%	-48.5%	-21.9%	-0.5%	4.3%
<b>Employees</b>	56	67	50	53	61	48
<i>Annual Change</i>		19.6%	-25.4%	6.0%	15.1%	-21.3%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$108.45	\$127.32	\$173.11	\$167.86	\$197.10	\$218.45
<i>Annual Change</i>		17.4%	36.0%	-3.0%	17.4%	10.8%
<b>Operating Cost/Passenger (Actual \$)</b>	\$5.67	\$8.31	\$16.08	\$18.75	\$21.08	\$19.60
<i>Annual Change</i>		46.5%	93.6%	16.6%	12.4%	-7.0%
<b>Passengers/VSH</b>	19.13	15.33	10.77	8.95	9.35	11.14
<i>Annual Change</i>		-19.9%	-29.8%	-16.8%	4.4%	19.2%
<b>Passengers/VSM</b>	1.30	1.00	0.66	0.56	0.58	0.71
<i>Annual Change</i>		-23.1%	-33.8%	-15.5%	3.6%	22.9%
<b>Farebox Recovery</b>	10.70%	9.23%	10.59%	7.79%	0.00%	0.00%
<i>Annual Change</i>		-13.8%	14.8%	-26.5%	-100.0%	-100.0%
<b>Hours/Employee</b>	779.5	609.1	598.0	529.4	438.2	487.25
<i>Annual Change</i>		-21.9%	-1.8%	-11.5%	-17.2%	11.2%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$7.40	\$8.33	\$10.68	\$10.52	\$12.26	\$14.00
<i>Annual Change</i>		12.6%	28.2%	-1.5%	16.5%	14.2%
<b>VSM/VSH</b>	14.66	15.28	16.21	15.95	16.08	15.60
<i>Annual Change</i>		4.2%	6.1%	-1.6%	0.8%	-3.0%
<b>Fare/Passenger</b>	\$0.61	\$0.77	\$1.70	\$1.46	\$0.00	\$0.00
<i>Annual Change</i>		26.3%	122.2%	-14.3%	-100.0%	-100.0%

Sources: FY 2016/17 – FY 2018/19 data from prior Triennial Performance Audit. FY 2019/20 – FY 2021/22 data from NTD reports. FY 2019/20 – FY 2021/22 FTE data from State Controller reports.

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Exhibit 6.13 Fixed-Route Ridership

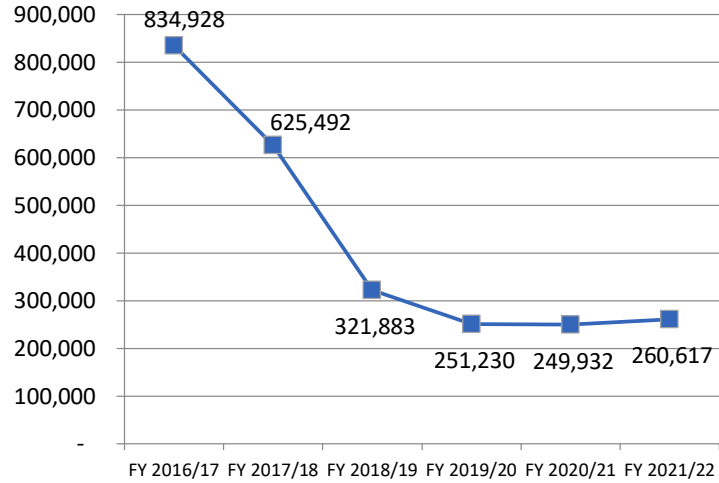


Exhibit 6.14 Fixed-Route Operating Cost/VSH

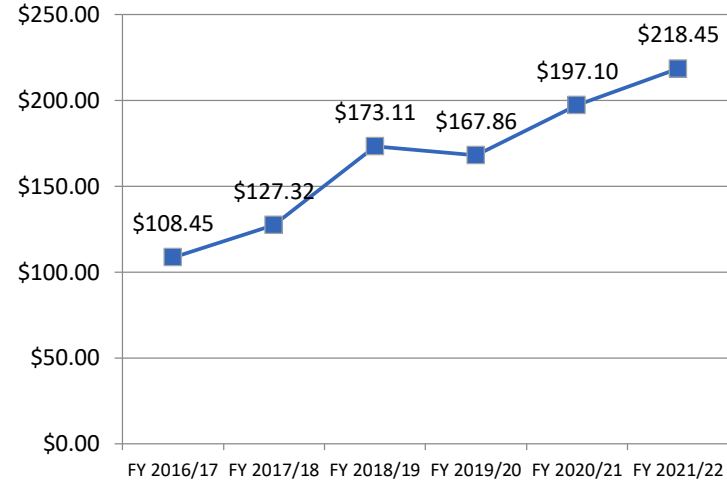


Exhibit 6.15 Fixed-Route Operating Cost/VSM

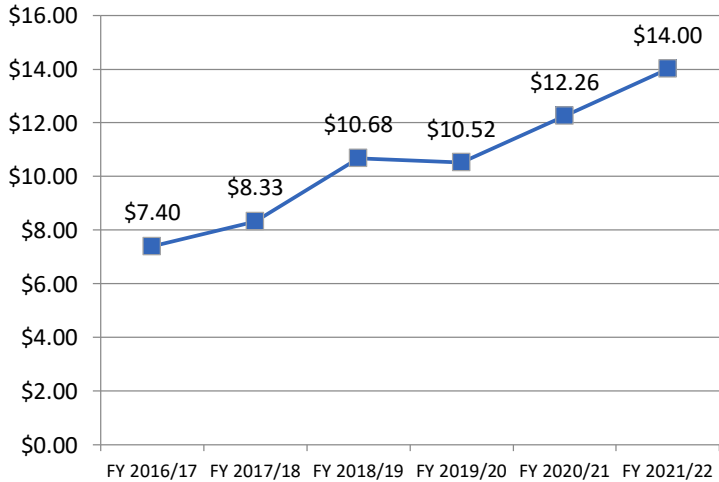
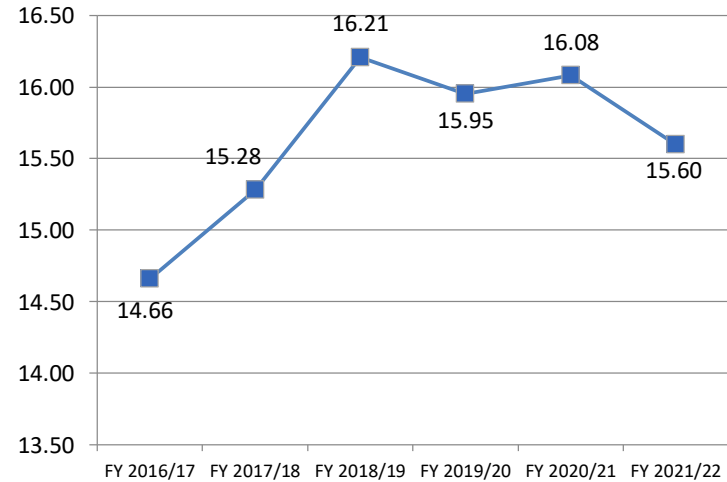


Exhibit 6.16 Fixed-Route VSM/VSH



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Exhibit 6.17 Fixed-Route Operating Cost/Passenger

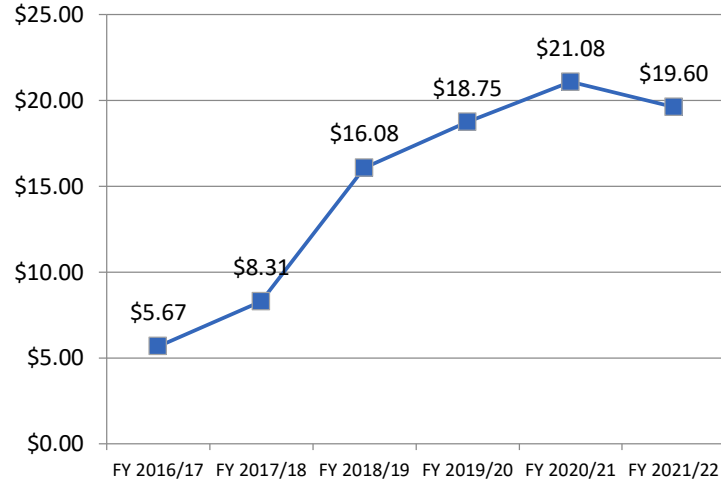


Exhibit 6.18 Fixed-Route Passengers/VSH

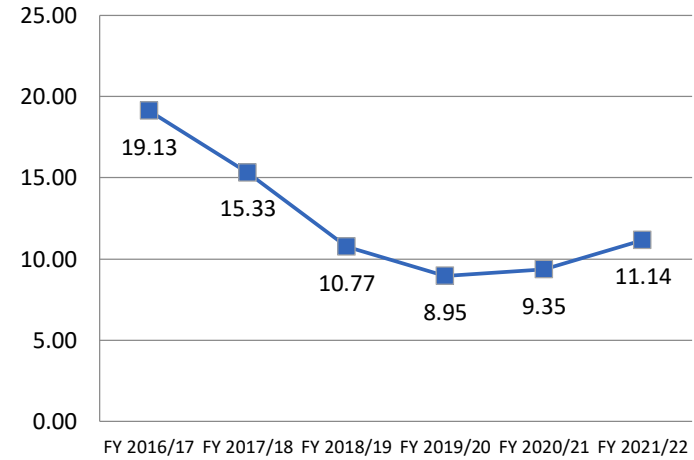


Exhibit 6.19 Fixed-Route Passengers/VSM

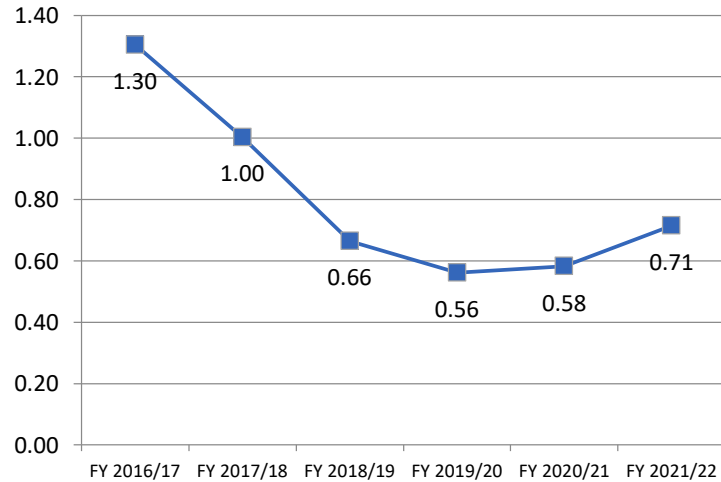
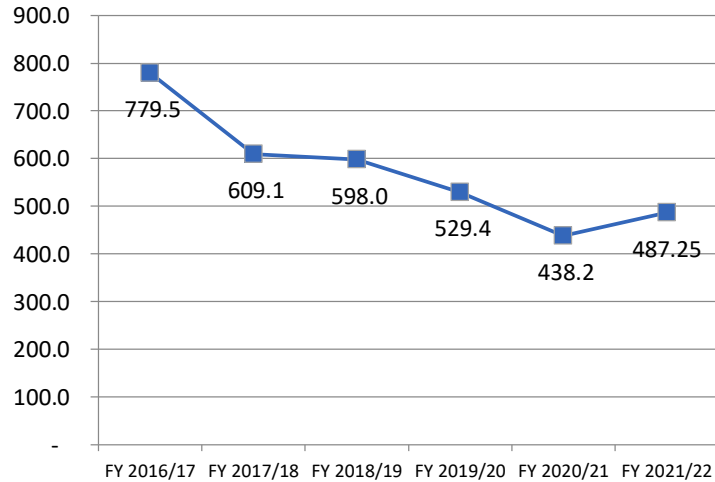


Exhibit 6.20 Fixed-Route VSH/FTE



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Exhibit 6.21 Fixed-Route Farebox Recovery

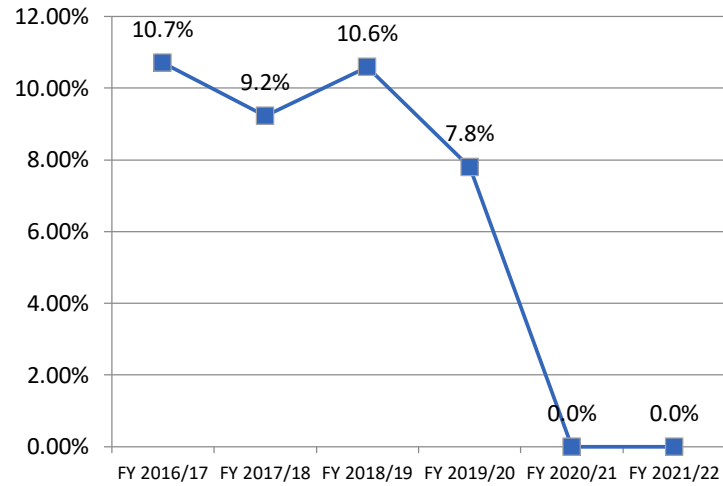
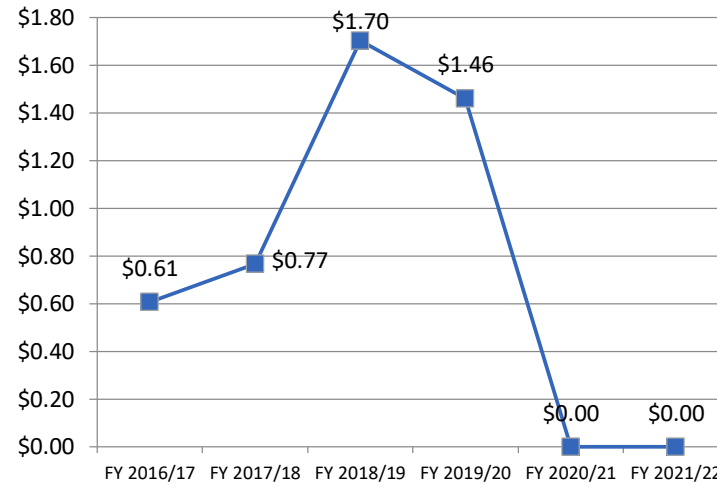


Exhibit 6.22 Fixed-Route Fare/Passenger





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#### Demand-Response Performance Trends

Demand-response operating cost experienced a net 69.3 percent increase during the audit period, and a net 26 percent decrease across the last six years. The significant increase in FY 2021/22 appears to be a combination of an increase in demand over FY 2020/21 (with increases in vehicle service hours, vehicle service miles, and ridership) and rising costs in nearly every budget category (but especially personnel costs). Fare revenue decreased every year during the six-year period, with the exception of a slight increase in FY 2017/18. The service went fare-free during the last two years of the audit period.

Vehicle service hours (VSH) declined during four years of the six-year period. This resulted in a net 0.5 percent decrease during the audit period and a net 30.7 percent decrease during the six-year period. Vehicle service miles (VSM) experienced the same pattern. This resulted in a net 3.2 percent increase during the audit period and a net 37.8 percent decrease during the six-year period. Ridership also declined during four years of the six-year period. This led to a 26.6 percent net decrease during the audit period, and a 50.3 percent net decrease across the six-year period.

Cost-related metrics rose during the audit period, with operating cost per VSH increasing 70.1 percent and operating cost per passenger increasing 129.4 percent during the audit period. Passenger-related metrics fell during the audit period, with passengers per VSH decreasing by 25.8 percent and passengers per VSM increasing by 28.5 percent.

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Exhibit 6.23 Demand-Response Performance Indicators

Performance Measure	Demand-Response					
	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
<b>Operating Cost (Actual \$)</b>	\$811,184	\$845,615	\$740,194	\$603,454	\$583,263	\$1,021,918
<i>Annual Change</i>		4.2%	-12.5%	-18.5%	-3.3%	75.2%
<b>Fare Revenue (Actual \$)</b>	\$71,283	\$81,623	\$71,201	\$25,879	\$0	\$0
<i>Annual Change</i>		14.5%	-12.8%	-63.7%	-100.0%	-100.0%
<b>Vehicle Service Hours (VSH)</b>	7,079	7,504	6,020	4,929	4,127	4,906
<i>Annual Change</i>		6.0%	-19.8%	-18.1%	-16.3%	18.9%
<b>Vehicle Service Miles (VSM)</b>	94,764	98,365	75,866	57,156	47,777	58,987
<i>Annual Change</i>		3.8%	-22.9%	-24.7%	-16.4%	23.5%
<b>Passengers</b>	18,040	18,102	16,843	12,136	7,511	8,959
<i>Annual Change</i>		0.3%	-7.0%	-27.9%	-38.1%	19.3%
<b>Employees</b>	12	7	7	7	7	9
<i>Annual Change</i>		-41.7%	0.0%	0.0%	0.0%	28.6%
<b>Performance Indicators</b>						
<b>Operating Cost/VSH (Actual \$)</b>	\$114.59	\$112.69	\$122.96	\$122.43	\$141.33	\$208.30
<i>Annual Change</i>		-1.7%	9.1%	-0.4%	15.4%	47.4%
<b>Operating Cost/Passenger (Actual \$)</b>	\$44.97	\$46.71	\$43.95	\$49.72	\$77.65	\$114.07
<i>Annual Change</i>		3.9%	-5.9%	13.1%	56.2%	46.9%
<b>Passengers/VSH</b>	2.55	2.41	2.80	2.46	1.82	1.83
<i>Annual Change</i>		-5.3%	16.0%	-12.0%	-26.1%	0.3%
<b>Passengers/VSM</b>	0.19	0.18	0.22	0.21	0.16	0.15
<i>Annual Change</i>		-3.3%	20.6%	-4.4%	-26.0%	-3.4%
<b>Farebox Recovery</b>	8.8%	9.7%	9.6%	4.3%	0.0%	0.0%
<i>Annual Change</i>		9.8%	-0.3%	-55.4%	-100.0%	-100.0%
<b>Hours/Employee</b>	589.9	1,072.0	860.0	704.1	589.6	545.1
<i>Annual Change</i>		81.7%	-19.8%	-18.1%	-16.3%	-7.5%
<b>TDA Non-Required Indicators</b>						
<b>Operating Cost/VSM</b>	\$8.56	\$8.60	\$9.76	\$10.56	\$12.21	\$17.32
<i>Annual Change</i>		0.4%	13.5%	8.2%	15.6%	41.9%
<b>VSM/VSH</b>	13.39	13.11	12.60	11.60	11.58	12.02
<i>Annual Change</i>		-2.1%	-3.9%	-8.0%	-0.2%	3.9%
<b>Fare/Passenger</b>	\$3.95	\$4.51	\$4.23	\$2.13	\$0.00	\$0.00
<i>Annual Change</i>		14.1%	-6.2%	-49.6%	-100.0%	-100.0%

Sources: FY 2016/17 – FY 2018/19 data from prior Triennial Performance Audit. FY 2019/20 – FY 2021/22 data from NTD reports. FY 2019/20 – FY 2021/22 FTE data from State Controller reports.

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Exhibit 6.24 Demand-Response Ridership

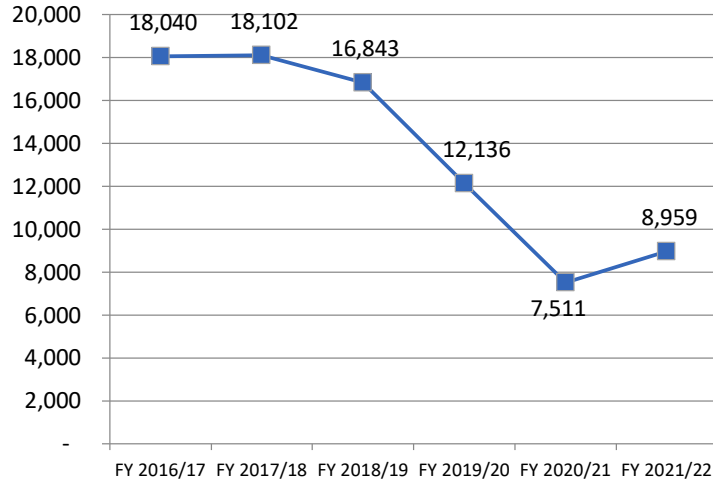


Exhibit 6.25 Demand-Response Operating Cost/VSH

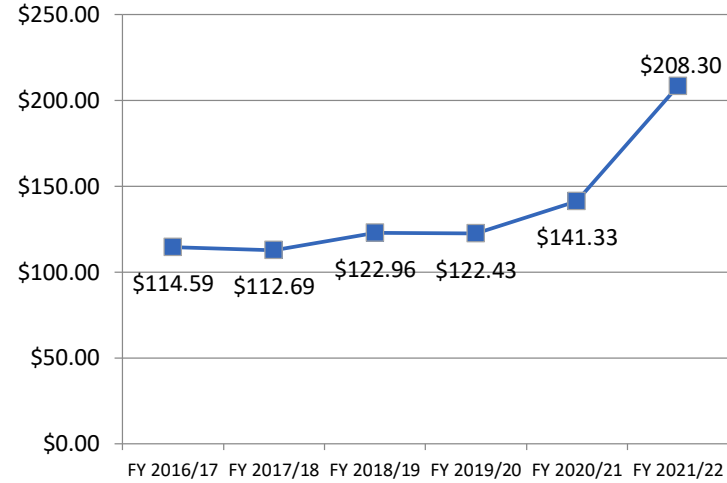


Exhibit 6.26 Demand-Response Operating Cost/VSM

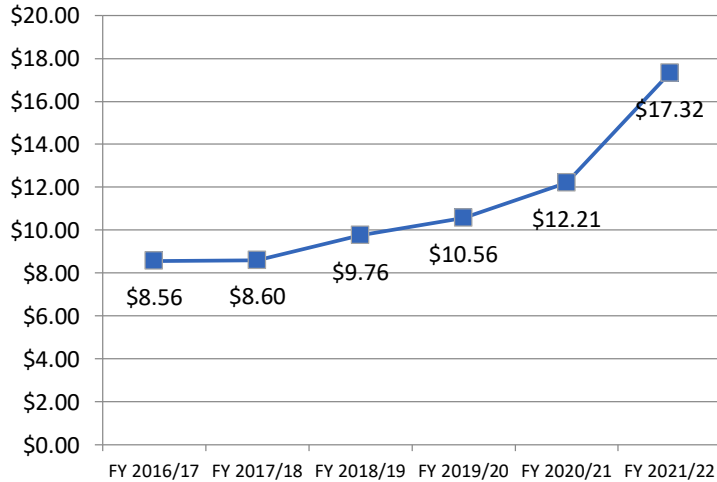
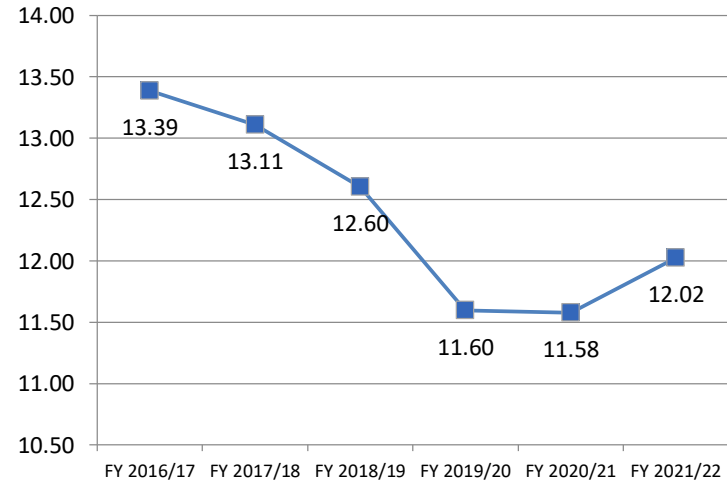


Exhibit 6.27 Demand-Response VSM/VSH



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Exhibit 6.28 Demand-Response Operating Cost/Passenger

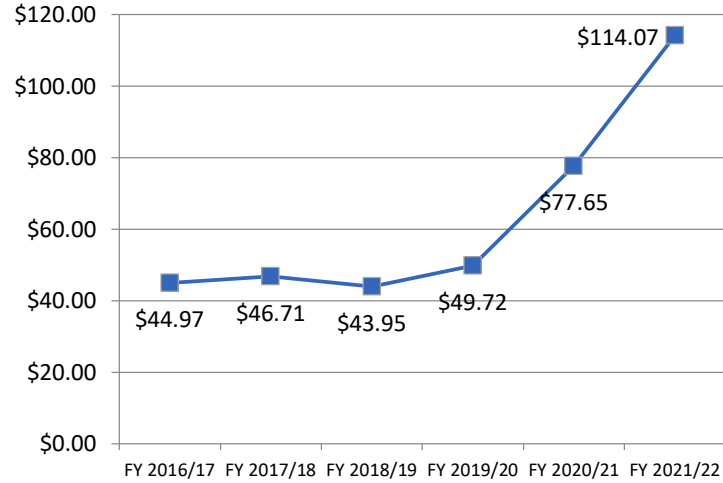


Exhibit 6.29 Demand-Response Passengers/VSH

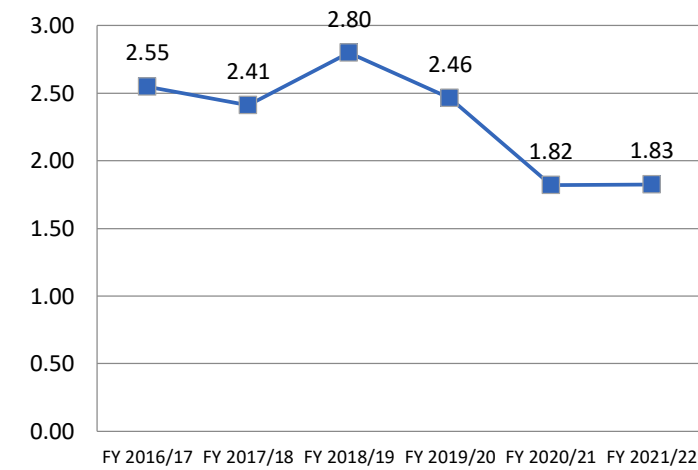


Exhibit 6.30 Demand-Response Passengers/VSM

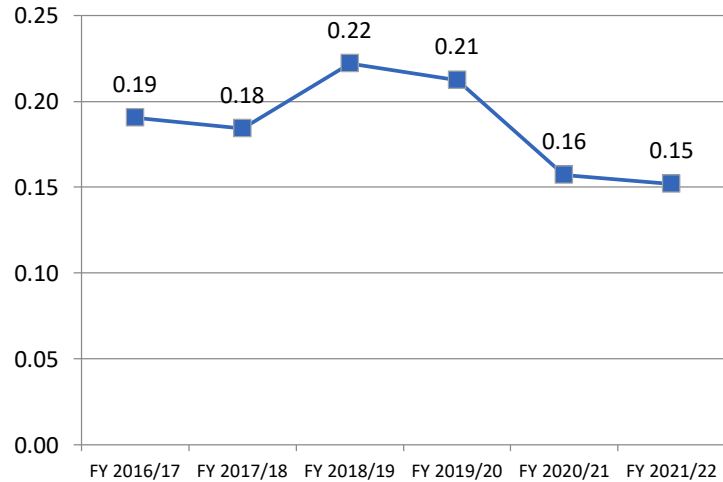
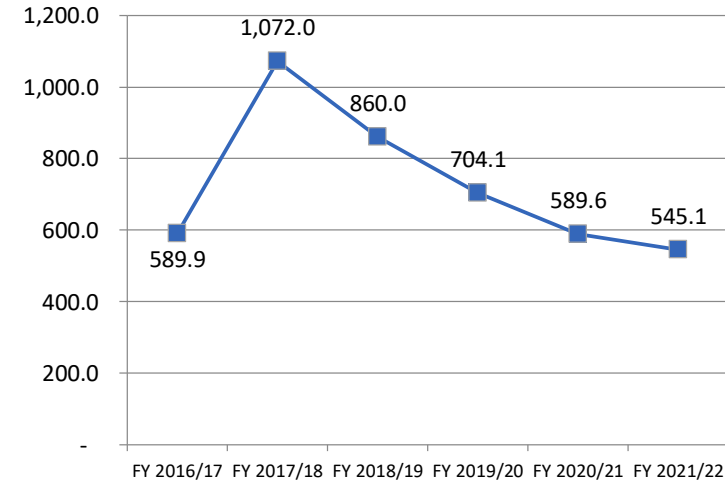


Exhibit 6.31 Demand-Response VSH/FTE



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Exhibit 6.32 Demand-Response Farebox Recovery

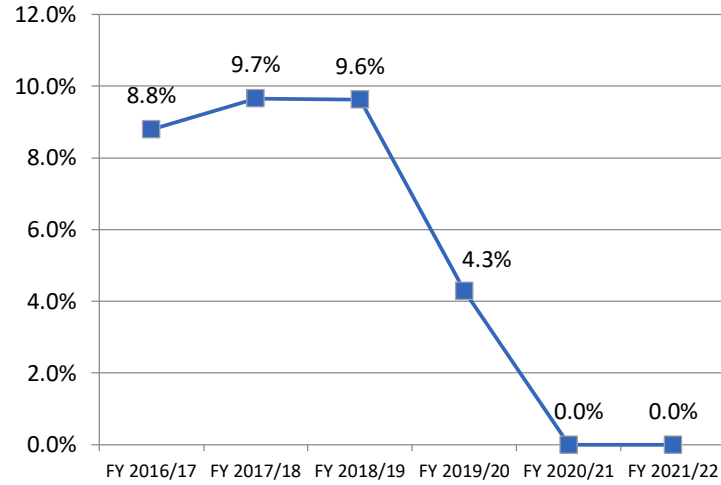
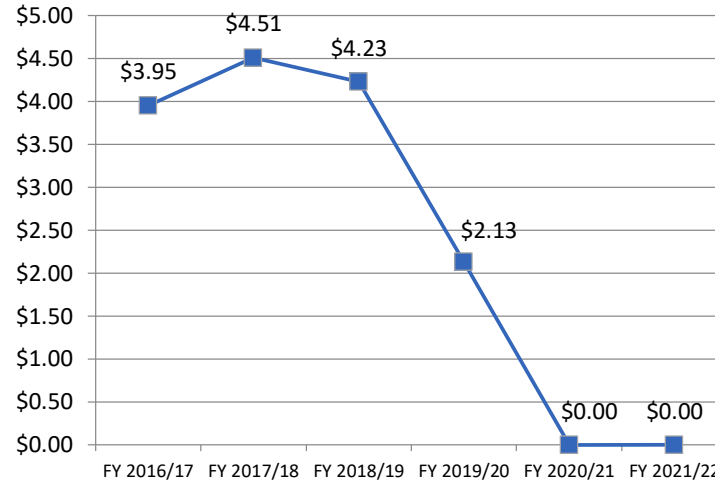


Exhibit 6.33 Demand-Response Fare/Passenger



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## Chapter 7 | Functional Review

A functional review of Tahoe Transportation District’s public transit program is intended to assess the effectiveness and efficiency of the operator. Following a general summary of the District’s transit services, this chapter addresses seven functional areas. The list, taken from Section III of the *Performance Audit Guidebook* published by Caltrans, reflects those transit services provided by TTD through its transit program:

- General management and organization;
- Service planning;
- Administration;
- Marketing and public information;
- Scheduling, dispatch, and operations;
- Personnel management and training; and
- Fleet maintenance.

### Service Overview

The Tahoe Transportation District is a bistate agency that administers the transit program for the Lake Tahoe Basin. The District’s fixed-route system is comprised of three local fixed routes serving South Lake Tahoe, CA; Stateline, NV; and Minden and Gardnerville, NV. Route 19X offers commuter service to Carson City. Route 28 provides seasonal service to Sand Harbor State Park. Fixed-route service operates from 6:15 a.m. to 8:50 p.m. daily. The service went fare-free in April 2020 for the safety of the operators and passengers due to COVID-19 and continues to be fare-free.

The District’s paratransit service is available to eligible passengers not able to use the fixed-route service due to disabilities or medical conditions. Paratransit service hours of operation are the same as those of regular fixed-route. TTD’s paratransit service area extends beyond the three-fourths of a mile requirement to one mile and to Kingsbury Grade within the Baseline Service Area. The neighborhoods of Christmas Valley, North Upper Truckee, Tahoe Keys, Pioneer Trail, and Round Hill are included in the Extended Paratransit Service Area. Reservations may be made between 6:00 a.m. and 8:00 p.m. daily. Next day requests must be made before 8:00 p.m., while same-day reservations are accommodated when possible.

Prior to the service going fare-free, baseline service was available to passengers within one-mile of existing fixed-routes for \$3.00. Extended paratransit service was available for \$6.00 for persons outside the one-mile radius of existing fixed routes.

### Response to COVID-19 pandemic

The impact of COVID-19 was felt throughout the transit program. Initially, the COVID-19 pandemic had little effect on ridership as most riders are transit-dependent. It exacerbated already-high housing costs and made it difficult to attract and retain employees. Some employees had rental housing sold out from under them and converted by the owners to short-term rentals. Pandemic support programs helped to soften the economic impact for those who did not continue to work. Service suspensions during the pandemic were the result of a lack of staff to operate the service. There were also shortages with mechanics and professional staff.

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The District implemented additional cleaning, installed UV purifiers, and went fare-free as a result of the pandemic. All of these strategies are still in place. The pandemic also demonstrated the impact the economy has on staffing. As a public agency, the TTD found it could not compete with private shuttle operators in recruiting staff, which complicated its recovery from the pandemic. The shortage of affordable housing is an additional barrier made worse by the pandemic.

### General Management and Organization

The TTD's program performance oversight is very data-driven, relying on a robust management information system. Direction is formulated based on data and shaped by experience. This is especially important in an alpine environment to ensure safe operations in light of extreme weather conditions. The District has established policies and procedures to disseminate information to its staff.

The TTD's transit service is clearly structured with multiple levels of redundancy. Lines of reporting are clearly defined. There is a clear pathway for advancement; however, due to high housing prices and lack of available housing, recruiting and retaining line staff has been difficult. The District is actively seeking funds for a Deputy Director position and was, at the time of the audit site visit, in the process of hiring its first Public Information Officer (PIO).

Service changes during the audit period include:

- In January 2020, the Board unanimously approved extending service to include evening hours to support later classes at Lake Tahoe Community College.
- At the end of FY 2020, the East Shore Express (ESE) service, also known as Route 28, was suspended for the summer (June 2020 through September 2020) due to the pandemic.
- The East Shore Express was also suspended the following summer (June 2021 through September 2021) due to a shortage of drivers.

While service changes have been measured against existing goals and objectives, those pre-pandemic goals and objectives are no longer appropriate. Program goals, objectives, and performance standards are being re-evaluated as part of the Short Range Transit Plan currently underway. The new goals are expected to reflect current operating conditions and new modes (such as micro-transit).

Service has continued to be impacted in the aftermath of the COVID-19 pandemic. The departure of bus operators has resulted in additional service suspensions. In addition, the lack of skilled third-party vendors has affected maintenance, in some cases resulting in fleet shortages. Supply chain issues have resulted in the cancellation of new vehicle orders made prior to the pandemic. The vehicle order could not be resubmitted as the manufacturer no longer met the FTA's Buy America requirements. The District hopes to be able to apply these funds to leverage other grant funding it is pursuing.

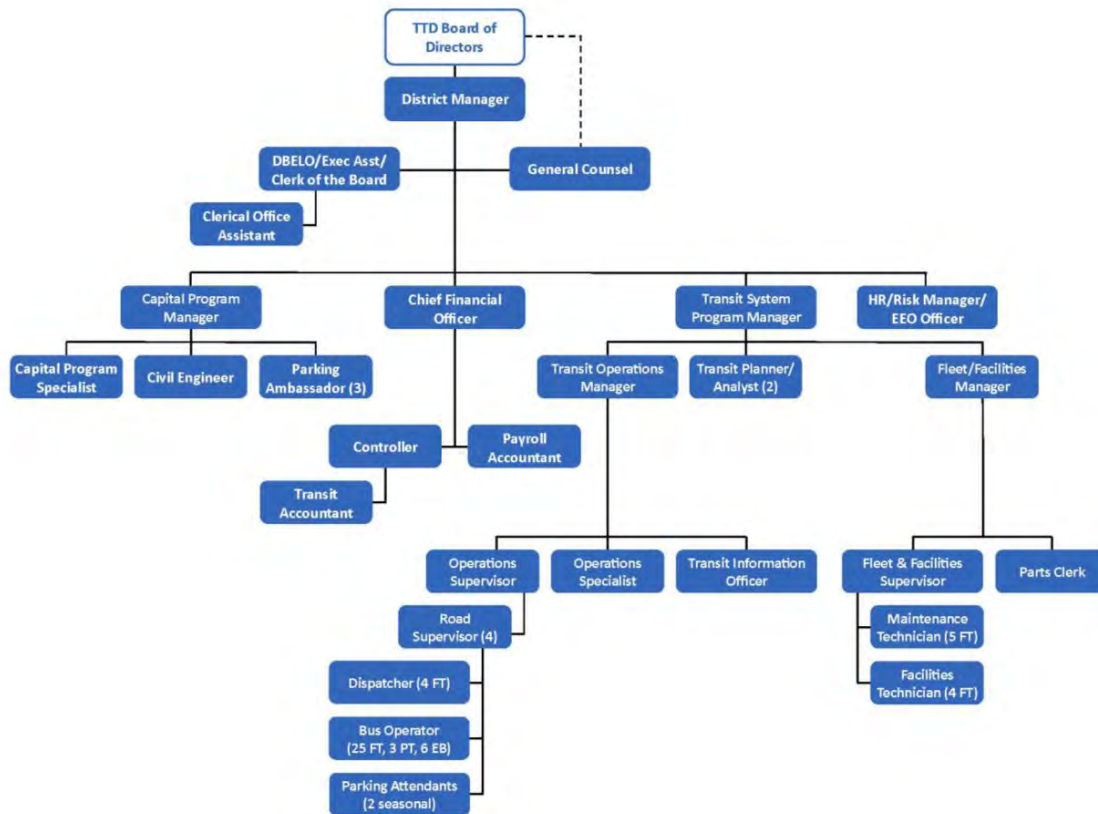
The Board and MPO were initially very interested in micro-transit. However, after observing the cost and benefit of the North Shore and South Shore micro-transit services, they are more cautious about viewing micro-transit as a productivity solution. The convenience of on-demand service does not outweigh the inherent inefficiency of the programs in this environment.

Exhibit 7.1 illustrates the organizational structure of the transit and fleet maintenance programs within the District.



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Exhibit 7.1 Organizational Chart



The District’s governing board is comprised of one member appointed from each of the following: Board of Supervisors of El Dorado County, Board of Supervisors of Placer County, South Lake Tahoe City Council, Board of County Commissioners of Douglas County, Board of County Commissioners of Washoe County, Carson City Board of Supervisors, Truckee-North Tahoe Transportation Management Association, South Shore Transportation Management Association, Tahoe Regional Planning Agency, Governor of Nevada, and Governor of California. An at-large member representing a public or private transportation system is appointed by the voting members. Representatives of Caltrans and NDOT serve as non-voting members. Meetings of the Tahoe Transportation District Board are open to the public alternating between the South Shore and North Shore. Meetings are conducted every other month, on the first Wednesday, at 3:00 p.m.

As a provider of services, the District has developed strong, cooperative relations with other public transportation operators in the region. It has also built strong relationships with Caltrans and FTA Region 9. The District Manager acts as the inter-governmental liaison. There have been some challenges with respect to TRPA’s role as the RTPA and the MPO, as the RTPA role is regulatory in nature and the MPO role is more collaborative, although both roles are served using TRPA staff. This has led to some ambiguity with respect to what is the TTD’s responsibility and what is the TRPA’s responsibility.

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### Service Planning

The District regularly reviews and evaluates its progress toward established goals and objectives. The four areas of emphasis – identified as critical to baseline success – are safety, workforce development, fleet expansion and replacement, and facility capacity and modernization. The current goals and objectives were presented in the 2017 Short Range Transit Plan (SRTP). Goals and objectives are assessed through regular meetings, grant reporting, grant proposals, and transit planning, with key performance indicators for various agencies and stakeholders evaluated monthly, quarterly, annually, or semi-annually.

During and since the COVID-19 pandemic, two of the key goals – safety and workforce development – have become increasingly crucial to the operation of a resilient transit system. While the TTD continues to work toward goals contained in the SRTP and other plans (including putting electric buses on the road), the continuing impacts of the pandemic have made achieving some goals challenging, especially those related to fleet replacement and workforce development.

The Short Range Transit Plan is the primary transit service planning document for the TTD. The last SRTP was prepared in-house in 2017, and the TTD is working with a consultant to complete an updated SRTP in the summer 2023.

The District ensures all services, regardless of type, are accessible to persons with disabilities. The fleet is 100 percent accessible, as are all facilities. Wherever possible, the transit program exceeds federal minimums. Staff also engage with local advocacy groups and participate in emergency planning for special needs transportation, which was most recently deployed as part of the Caldor Fire response.

The District provides ample opportunity for public participation. Most activities are guided by planning processes (such as the SRTP), the Title VI Plan, and specific policies (such as major service changes). Efforts are made to hold public hearings and public participation activities at times and locations that are convenient and accessible for the public, such as during Board meetings. Translated documents and translators are provided upon request. Virtual participation in Board meetings helps to expand accessibility. In addition, public comments may be provided for any item presented to the Board.

The TTD relies on regional rider surveys conducted by TRPA. A community survey was conducted from June 2, 2021 to July 1, 2021. A combination of survey methods (including in-person intercept) is typically used, though the most recent survey included only online and phone methodologies. In that effort, 74 percent of surveys were collected online.

### Administration

The District's Finance staff work with transit management to project annual costs when developing the budget, taking into account prior history, future anticipated trends, and the aging of the transit fleet. TTD maintains a structurally balanced budget, with revenues equal to or exceeding expenses. The proposed budget is presented to the Board for adoption 60 days prior to the start of the new fiscal year. Board approval is required for any budget revisions that affect the total appropriations of a given fund.

TTD staff monitor budgeted to actual revenues and expenditures on a monthly basis. This information is presented to the Board during its regular meetings. Annual audited financial statements are presented to the Finance Committee with a recommendation of acceptance to the Board. Should actual expenses

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exceed budgeted expectations, staff reviews the budget to see if there are savings in another line item that could be transferred. If not, a budget amendment is submitted to the Finance Committee.

The TTD previously used Microsoft Dynamics as its financial management software. In FY 2023 it upgraded to Microsoft Business Central. Staff also utilize Excel spreadsheets to track expenses allocated by revenue hours/miles, compare grant invoice amounts to the General Ledger, and track and verify expenses charged to grants and the TDA. This additional process ensures expenses are charged correctly to each grant and no expense is charged twice.

Grants are managed by a cross-departmental team. The project manager defines the scope and works with the finance team to develop the budget and apply for the grant. Project managers are responsible for budget expenditure tracking and compliance with grant conditions for use of funds. Finance staff process the invoices for payment and report the financial information. Project managers report the milestone progress for the grants.

The TTD applies for any grant consistent with its Board-adopted fiscal year Work Elements. This includes federal operating and capital grants, state funding (such as TDA), and other state grants (such as LCTOP and Nevada State Parks). If a grant does not fall within the adopted Work Elements, the Work Elements must be amended along with the budget revision. The District has not lost any grants due to inattention or failure to comply with requirements.

State funding is used to benefit the transit system as a whole, regardless of in which state the money is actually spent. There is a precedent for this – in Imperial County, a tribal government located in California receives state TDA funding with which it purchases service from the transit operator in Yuma, Arizona. While the money is technically spent in Arizona, users of the service in California benefit both from the service provided (which operates in both states) as well as the connectivity to Yuma.

The District has a Risk Manager on staff, and has a procedure for processing claims. LWP Claims Solutions is the insurance provider for California employees, and Alternative Service Concepts is the insurance provider for Nevada employees. The TTD is a member of PRISM for California coverage and PACT for Nevada coverage; both organizations are member-based risk-sharing insurance pools. The safety of operating practices is reviewed by the District during monthly Safety Committee meetings.

All contracts are managed by the appropriate project manager with assistance from the finance staff. Oversight of contracts includes monthly reporting, review of performance measures, and routine inspections. Contracts greater than \$74,999 must be approved by the TTD Board. Any changes to scope requiring a cost change over \$10,000, needs to have a sole source justification. The current disaster preparedness and response plan is readily accessible in the Shop Street administrative office.

All contracts funded with transit funding are managed by the appropriate project manager, who works closely with the finance department. Any contract greater than \$75,000 must be approved by the Board. A purchase order is issued at the time of contract execution. Staff receive invoices and progress memos (if required by the contract) from the vendor and issues payment against the purchase order. Staff utilize a worksheet for contract tracking to verify invoice balances. Invoices are checked against deliverables to ensure items have been received before an invoice is paid.

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Regular facility management (such as general bus stop maintenance and janitorial) is primarily handled in-house, though extensive facility work may be contracted out. A ledger is used to track assignments and facility work orders.

Non-exempt operational staff are required to clock in/out using the UKG timekeeping system. Non-exempt operational staff who are unable to use a time clock submit timesheets or manifests. Exempt operational and all administrative staff submit their hours using MS Business Central time journals. The District Manager signs/approves checks processed by payroll. The Chief Financial Officer approves direct deposits uploaded to Nevada State Bank. Approximately 95 percent of employees are enrolled in direct deposit. Virtual and physical employee records are securely managed and stored. Changes to employee data are initiated by the Human Resources Manager and sent to payroll. Status changes must be approved by Human Resources, the District Manager and Chief Financial Officer before being sent to payroll.

Financial policies and procedures and responsibilities are all clearly defined. Each activity includes multiple steps and review opportunities within a formal process clearly illustrated by a flow chart. For example, the TTD utilizes the following process for accounts payable:

1. The Executive Assistant or Clerical Office Assistant receives invoice via mail or email, date stamps the invoice, and forward it for review and approval.
2. Transit Accountant reviews the invoice and obtains approval by the Transit System Manager or Fleet and Facilities Manager.
3. Transit Accountant matches the invoice to the purchase order, enters the invoice and payments journal, issues a check, and prints the check register.
4. District Manager approves the check register and verifies there are no gaps in check numbers.
5. Clerical Office Assistant scans checks and backup, copies invoices for grant files, mails the check, and files the original documents in the vendor file.

The District has established procurement policies that follow FTA procurement rules. The procurement manual was revised in October 2019, with an additional procurement procedure issued in January 2022. This document provides an overview of the procurement process, the full details of which are included in the procurement manual. All purchases over \$75,000 must be presented to the Board along with a fiscal analysis. The TTD strives to competitively procure goods and services over \$10,000, either through quotes or an RFP. Some goods and services must be sole-sourced due to a lack of vendors in the area. The TTD works with other agencies with respect to the procurement of capital assets (such as transit buses). Staff regularly attend webinars and review changes to FTA procurement policies as they arise.

The District does not have an internal audit function. However, it does have strong internal controls, with financial data submitted to the Finance Committee and Board regularly.

#### Marketing and Public Information

The TTD previously engaged a marketing firm to develop a marketing plan. However, the plan almost exclusively focused on social media, and ultimately was unsuccessful. TTD felt this approach failed to engage stakeholders and get people involved. The firm's contract was terminated and TTD rethought its approach. At the time of the site visit, the District was in the process of hiring a Public Information Officer to handle messaging and marketing of TTD services moving forward.

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Beginning in 2022, schedules were only available online digitally via a QR code. This ensures the most current schedule information is available, which is important given how service has had to adapt to the driver shortage.

Customer inquiries, concerns, and compliments are encouraged and can be received by phone, email, and other methods. All customer contacts are entered in an information management system. Calls are logged and responded to effectively and efficiently.

The TTD tracks trends and reviews survey data to determine community service needs. While the District has a marketing plan, confidence in that plan's effectiveness is very low. The public's perception of Tahoe Transportation District is moderately positive. The TTD regularly coordinates with the South Shore Transportation Management Association and other groups to promote transit services.



### Scheduling, Dispatch, and Operations

The TTD transit service is operated in-house. Drivers and dispatchers are represented by Teamsters Local #533 out of Reno. Currently, the TTD is budgeted for 25 full-time drivers, but only 15 positions are filled. There are no part-time drivers; however, there three extra board drivers and an additional two drivers are in training. Part-time driver positions are proposed to be eliminated as part of a FY 2023 budget amendment. The reason for this decision is two-fold. First, full-time driver positions are more attractive, and they have not had anyone express interest in being a part-time driver. Second, part-time positions are part of the budget. The TTD would rather adjust the budget to what they have, rather than continually including positions that are never filled. Once all the full-time positions are filled, it may consider budgeting for part-time driver positions once again.

Route assignments are conducted via a bidding process. Open shifts are offered to drivers in seniority order. A minimum of two bids is required each year, although the TTD has conducted up to four depending on need. Labor agreements only affect route or shift assignments with respect to how the bidding process is conducted.

Vacation time is requested as far in advance as possible. Coverage for scheduled absences is offered to drivers in seniority order. Unscheduled absences (call-outs) require one hour of notice for shifts prior to 10:00 a.m. and a two-hour notice for shifts after 10:00 a.m. In these situations, a driver who is not scheduled is contacted to see if they want to pick up the shift. If no off-duty driver is available, a dispatcher or road supervisor will cover the route. The attendance policy is clearly defined in the collective bargaining agreement. There is no attendance reward program, though employee annual merit raises can be negatively affected by unexcused absences.

Vehicles are typically assigned to routes based on the size of vehicle and the number of passengers it can carry. The exception is the electric vehicles, which generally run on the route that has charging time built

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into the schedule. All drivers are cross-trained to operate any vehicle in the fleet. The maintenance and dispatch teams communicate effectively regarding which vehicles are available for service.

As of April 2020, the TTD went fare-free and revenue collection was no longer needed. Prior to the fare free service, fareboxes were pulled at the end of the route and deposited into a mobile vault, to which only the Controller had access. The TTD contracted with Loomis for the pickup, counting, and deposit of all cash from the fareboxes twice a week. TTD finance staff would verify the amount counted reconciles with the amount that is on the farebox report. The Controller used the reports from Solutions for Transit and the bank deposit slips provided by Loomis to verify what was deposited into the bank matches what was collected from GFI and counted by Loomis within two percent. Anything that was over or under the two percent threshold was investigated and resolved. Passes were sold through the Y Transit Center and at the District's Administration office.

#### Personnel Management and Training

There are not enough drivers being recruited to meet TTD operational needs, which has resulted in the suspension of some service. At the time of the site visit, the TTD was short approximately eight drivers. Recruitment and training are continual and ongoing, with additional incentives such as unlimited overtime and a five dollar per hour differential to fill open shifts. Employee recruitment is conducted via multiple methodologies, including job fairs, social media, Indeed, transportation publications, the TTD website, and colleges and universities in the area. The TTD has considered increasing hourly wages, but that would only put them ahead for a short period of time due to private operators' greater flexibility to increase wages. It would not be a sustainable solution. A lack of available affordable housing has been another barrier to workforce development, although the TTD has contacted two affordable housing communities currently being developed about the potential for setting aside units for TTD employees.

Most candidates that apply do not have experience nor do they have a commercial driver's license (CDL). TTD gets a small number of licensed and fully credentialed operators. Training is available to new hires including obtaining a permit as well as the CDL. All drivers are required to meet the same licensing and certification requirements, which includes a Class B CDL with air brake and passenger endorsements.

Between March 2022 and March 2023, the turnover rate was more than 46 percent. During that time, 15 of the 18 employees that left resigned. The TTD attributes the high turnover rate to some combination of inadequate compensation, life events, workplace culture, facility and equipment conditions, being overworked, housing issues, and retirement. While the TTD has limited control over some of these issues, most are beyond its ability to correct at present.

The District strives to motivate its employees through recognition (i.e., employee engagement program, operator appreciation day, all-employee appreciation days, birthdays, service awards, etc.), encouraging teamwork, transparency, sense of security and safety, employee rewards, promotional opportunities, and training opportunities. There is an operator bonus incentive program, giving \$3,000 to fully licensed and credentialed, and \$2,000 to not fully licensed and credentialed. An annual two percent pay increase is available, with an additional up to two percent with satisfactory attendance. The TTD also offers a shift differential of an additional five dollars per hour. Only the annual increases including the additional two percent for attendance and shift differential are written into the CBA. The TTD also offers all employees a \$500 referral incentive and longevity award depending on years of service. Annual performance

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evaluations are completed on the employee's anniversary date. Operators are also reviewed periodically throughout the year through road checks and gate checks.

All training is being conducted in-house. The TTD is registered with the Federal Motor Carrier Safety Administration (FMCSA) as a training provider, which enables it to conduct all federally required and behind-the-wheel training. The training team is overseen by the Operations Manager and led by the Operations Supervisor. Two Road Supervisors and one Dispatcher assist in hand-on and direct training. The TTD also utilizes human resources and some third-party vendors for training. The District provides comprehensive training to take an inexperienced recruit through the CDL permit, federally required training and drive time, training in TTD policies and procedures, and CDL testing. CDL testing occurs at either the California or Nevada DMV, depending upon in which state the candidate holds their non-commercial license.

Safety activities include monthly safety meetings, during which relevant training refreshers and training on new equipment is provided and safety issues addressed. The District also utilizes weekly driver safety messages. Unsafe actions are immediately addressed and solutions developed. Any employee can report an unsafe act, safety concern, or upcoming issue to leadership and it will be addressed right away. All vehicles are equipped with safety equipment including first aid kits, fire extinguishers, chock blocks, snow chains, driver sunshades, UV filtration systems, and video surveillance.

Discipline and attendance policies are outlined in the collective bargaining agreement, which is provided to all employees upon the start of employment. A progressive discipline process is defined for minor violations and details what actions are considered serious versus minor violations. The attendance policy utilizes a point system for absences and tardiness. The TTD also maintains a drug and alcohol program that complies with FTA requirements for random testing.

The District provides comprehensive benefits to all full-time employees, including medical, dental, life, and short-term disability insurance; vacation, sick, and bereavement leave; holidays; and retirement. Part-time employees, if utilized, would qualify for health insurance coverage and retirement based on the hours worked per week. Benefits are outlined in the collective bargaining agreement and employee handbook and described during new hire processing.

### Maintenance

The District's preventive maintenance program is predictive based on OEM recommendation for preventive maintenance cycles. This is further broken down by asset type. Conventional fuel vehicles undergo preventive maintenance at different intervals (PM A through PM E), while electric vehicles have a standard PM inspection every 6,000 miles. Each PM cycle includes a defined list of maintenance tasks and inspections. The District makes every effort to comply with the manufacturer's recommended schedule. Compliance with the preventive maintenance schedule can be accessed through Solutions for Transit. Warranty work began being identified in 2022 with the new Proterra buses; however, the TTD is still negotiating with the manufacturer regarding the labor rate prior to billing them for issues otherwise covered under warranty for both diagnostic and mechanical failures.

The current maintenance facility is a leased space and is not sufficient for all aspects of fleet maintenance. Major mechanical work such as transmission repair and engine repair are sent out. Specialty work – such as fuel injector replacements and body work – are also sent out as the current facility is not equipped for

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those types of work. There are not enough bays and lifts, which inhibits the efficient operation of the maintenance shop. The TTD is planning a new temperature-controlled maintenance facility. Several sites are under consideration, including one in Douglas County, Nevada. The new site would also include electric vehicle charging.

The parts room is secure with access limited to the parts clerk and manager/manager designee. Parts are tracked based on assignment by vehicle for the parts needed. Quarterly audits of inventory are conducted. Minimum/maximum inventory levels have been established for high-use items and are tracked through Solutions for Transit. The TTD has historically maintained sufficient parts inventories to minimize vehicle downtime, but since the beginning of the pandemic there have been logistical challenges in procuring some parts. In addition, because of the age of the fleet, some parts are no longer readily available. As a result, the TTD's inventory is somewhat higher than comparable-size operations, though it has a plan in place to reduce the excess inventory.

Most maintenance services are performed in-house with major and specialty repairs contracted out. Contracting out follows the District's general procurement rules. Some additional work is contracted out on an ad-hoc basis when repairs cannot be made in-house due to shop limitations or subject matter expertise.

The TTD utilizes a lock-out tag-out procedure to ensure unsafe vehicles are not put into service. Vehicles listed as unsafe in Solutions for Transit are not authorized to be used by operations. When a breakdown occurs, Dispatch generates a ticket notifying all parties. Maintenance notifies Dispatch via email when a repair is complete and the vehicle is released through the Solutions to Transit software. The idle time leading up to repair is often excessive due to the workload.

The average age of the revenue fleet is past its useful life, with the exception being the three new Proterra electric buses. The average mileage (excluding the Proterra buses) is in excess of 275,000 miles. There is a vehicle replacement plan in effect, but there is a challenge in balancing funding for environmental compliance (zero emission) versus the reality that the leased maintenance facility has infrastructure limits to accommodating an environmentally compliant fleet.

There have been numerous challenges with the three new Proterra battery-electric buses. In the time it took for Proterra to manufacture the vehicles (more than five years), the technology changed. Therefore, all of the infrastructure that was built off of the Proterra specs (primarily at the Lake Tahoe Community College mobility hub) had to be changed. The electric utility and college have been great partners, though dealing with Proterra has been a struggle. Utilizing the electric buses has been a learning experience in a number of ways. For example, the TTD learned that it needs heated pavement at its pantograph charging locations, given the presence of snow on the ground affects the angle of contact for the pantograph connection. However, the TTD has been otherwise happy with how the Proterra buses perform in winter conditions. Additional charging infrastructure is planned for the new maintenance facility as well as at a mobility hub in Incline Village.

The TTD's current transit fleet is detailed in Exhibit 7.2.



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Exhibit 7.2 Tahoe Transportation District's Transit Fleet

Vehicle ID	Year	Make	Vehicle Type	PAX + WC	Fuel Type	Condition
103	2006	Chevrolet	Cutaway	14 + 2	Diesel	2 - Marginal
104	2015	Chevrolet	Cutaway	16 + 2	Diesel	2 - Marginal
106	2015	Chevrolet	Cutaway	16 + 2	Diesel	1 - Poor
107	2015	Chevrolet	Cutaway	16 + 2	Diesel	3 - Adequate
202	2015	International	Cutaway	30 + 2	Diesel	2 - Marginal
203	2015	International	Cutaway	30 + 2	Diesel	1 - Poor
204	2015	International	Cutaway	30 + 2	Diesel	2 - Marginal
205	2015	International	Cutaway	30 + 2	Diesel	2 - Marginal
206	2015	International	Cutaway	30 + 2	Diesel	1 - Poor
411	2007	Chevrolet C5	Cutaway	26 + 1	Gasoline	2 - Marginal
413	2007	Chevrolet C5	Cutaway	26 + 1	Gasoline	2 - Marginal
414	2007	Chevrolet C5	Cutaway	26 + 1	Gasoline	1 - Poor
415	2007	Chevrolet C5	Cutaway	26 + 1	Gasoline	2 - Marginal
700	2012	Trolley	Bus	27 + 2	Diesel	2 - Marginal
3290	2008	Bluebird/NABI	Bus	36 + 2	Diesel	3 - Adequate
3291	2008	Bluebird/NABI	Bus	36 + 2	Diesel	1 - Poor
3310	2009	NABI	Bus	27 + 2	Diesel	1 - Poor
3311	2009	NABI	Bus	27 + 2	Diesel	2 - Marginal
3312	2009	NABI	Bus	27 + 2	Diesel	2 - Marginal
3313	2009	NABI	Bus	27 + 2	Diesel	1 - Poor
4001	2021	Proterra	Bus	27 + 2	Electric	4 - Good
4002	2021	Proterra	Bus	27 + 2	Electric	4 - Good
4003	2021	Proterra	Bus	27 + 2	Electric	4 - Good

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## Chapter 8 | Findings and Recommendations

### Conclusions

Moore & Associates finds Tahoe Transportation District to be in compliance with the requirements of the Transportation Development Act. In addition, the entity generally functions in an efficient, effective, and economical manner.

### Findings

Based on discussions Tahoe Transportation District staff, analysis of program performance, and an audit of program compliance and function, the audit team presents no compliance findings.

The auditors identified two functional findings. While these findings are not compliance findings, the auditors believe they warrant inclusion in this report:

1. The TTD's ability to operate its transit programs is significantly impacted by a driver shortage.
2. The majority of the vehicles in the District's active fleet are beyond their useful life.

### Program Recommendations

In completing this Triennial Performance Audit, the auditor submit the following recommendations for the Tahoe Transportation District's public transit program. They are divided into two categories: TDA Program Compliance Recommendations and Functional Recommendations. TDA Program Compliance Recommendations are intended to assist in bringing the operator into compliance with the requirements and standards of the TDA, while Functional Recommendations address issues identified during the audit that are not specific to TDA compliance. Each finding is presented with the elements identified within the 2011 *Government Auditing Standards* as well as one or more recommendations.

Given there are no compliance findings, only functional findings and recommendations are presented below.

#### Functional Finding 1: The TTD's ability to operate its transit programs is significantly impacted by its driver shortage.

**Criteria:** The TTD requires a minimum level of staffing (particularly drivers) to effectively operate its transit service.

**Condition:** At the time of the audit site visit, approximately 18 of the 25 full-time driver positions were filled. This has resulted in service suspensions as well as a stressful working environment for existing drivers. The high turnover and slow recruitment has made it difficult to replace drivers when they leave, resulting in even more service suspensions.

**Cause:** The TTD has indicated a number of likely causes for the driver shortage that go beyond the driver shortage being experienced nationwide. This includes a lack of affordable housing within the community, extended periods of overwork, and wages that cannot compete with private operators.

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**Effect:** This has made it difficult to maintain sufficient staffing to effectively operate the transit program. In addition, the work environment (six-day workweeks, overtime, etc.) may result in the future loss of existing staff.

**Recommendation:** Continue to identify strategies to recruit drivers and reduce the burden on existing staff.

**Recommended Action:** The TTD should continue to identify strategies to recruit drivers, whether through increased wages, agreements with affordable housing communities, or additional benefits. Doing so will enable the TTD to operate its service as scheduled, as well as help relieve the burden on existing employees. Should this issue continue, it is likely the TTD will need to consider reducing its service to a point that it can be effectively operated with its reduced staffing levels.

**Timeline:** Ongoing.

**Anticipated Cost:** Unknown. This will depend on what strategies are undertaken in response to this recommendation.

**Functional Finding 2: The majority of the vehicles in the TTD's active fleet are beyond their useful life.**

**Criteria:** The FTA has established useful life benchmarks for various vehicle asset classes designed to ensure vehicles being used in revenue service remain in a state of good repair. While a vehicle that has exceeded its useful life in terms of age is eligible for replacement, there are plenty of well-maintained vehicles that continue to be used in revenue service well past their useful life.

**Condition:** The TTD currently has 13 cutaway vehicles in its fleet, all with a useful life benchmark (ULB) of five or seven years. The age of all of these vehicles ranges from eight to 17 years. Most are in poor or marginal condition, with one rated as adequate. The District also has six conventionally fueled (diesel) buses with a ULB of 12 years, though all are 14 to 15 years old. Like the cutaways, all but one are in poor or marginal condition. The balance of the fleet is one trolley, which is still one year away from its ULB of 12 years and is rated marginal, and the three 2021 Proterra buses, which are only two years old and rated good. This, combined with the sometime extreme operating environment, has resulted in TTD's need for a much higher spare ratio.

**Cause:** There are several causes of the aging fleet. Much of the capital funding available now is for low- and no-emission buses, and the TTD's leased maintenance facility is limited in its ability to accommodate a more environmentally conscious fleet. In addition, the TTD has had some vehicle purchases cancelled due to the pandemic and its aftermath. The original vehicle order could not be resubmitted as the manufacturer no longer met the FTA's Buy America requirements.

**Effect:** Vehicles that have exceeded their ULB are more likely to need more maintenance and parts may be more difficult to find.

**Recommendation:** Work to reduce the average age of the revenue fleet in order to reduce maintenance costs and improve reliability.

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TDA TRIENNIAL PERFORMANCE AUDIT, FY 2020 – FY 2022  
Final Report

**Recommended Action:** In order to reduce the average age of the revenue fleet, the TTD will need to identify funding for new vehicles as well as have infrastructure in place to maintain those vehicles and effectively charge additional electric vehicles. The TTD should implement the vehicle replacement plan in its Transit Asset Management Plan to improve the state of good repair of the fleet as soon as possible. While approximately \$118,000 in FY 2017 FTA Section 5339 funds was reallocated to other TTD capital needs, the District is hoping to apply the \$600,000 in FY 2019 FTA Section 5339(c) funds and \$400,000 in TDA funds to an additional \$200,000 in TDA funding applied for in FY 2024. If new vehicle purchases are not possible and the vehicle condition continues to deteriorate, the TTD should consider leasing additional vehicles (as it proposed in 2023 to ensure a sufficient fleet for the East Shore Express) until new vehicles can be purchased.

**Timeline:** Ongoing.

**Anticipated Cost:** Unknown.

Exhibit 8.1 Audit Recommendations

Functional Recommendations		Importance	Timeline
1	Continue to identify strategies to recruit drivers and reduce the burden on existing staff.	High	Ongoing
2	Work to reduce the average age of the revenue fleet in order to reduce maintenance costs and improve service reliability.	High	Ongoing

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MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Jim Marino, Capital Program Manager

Subject: Incline Village Mobility Hub Project Update and Adjustment of the Public Outreach Process, Including Consideration of Dissolvement of the Incline Village Mobility Hub Committee

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**Action Requested:**

It is requested the Board hear the mobility hub site selection assessment project update and support the proposed adaptation to the current public outreach process in Incline Village, including formally dissolving the Incline Village Mobility Hub Committee (IVMC).

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY24 budget, with \$200,000 allocated for Professional Services contract with HDR. At the time of this report, the approximate balance of the contract with HDR is \$75,586.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FYFY24 Work Program, with corresponding allotted staff time. This project aligns with Strategic Goal SG-3: Increase the connectivity and reliability of a regional multi-modal transit system around the Basin.

**Background:**

Planning for transit linking Incline Village to their neighboring communities and recreation areas within the State Route (SR) 28 corridor was adopted and reaffirmed through numerous planning efforts, including the following documents:

- State Route 28 National Scenic Byway Corridor Management Plan (adopted October 2013)
- Linking Tahoe: Lake Tahoe Basin Transit Master Plan (adopted February 2017)
- Linking Tahoe: Corridor Connection Plan (adopted September 2017)
- Linking Tahoe: RTP/SCS (adopted April 2017)
- Washoe County Tahoe Area Plan (adopted February 2021)
- Short Range Transit Plan (adopted October 2017)

TTD's Board of Directors formed the IVMC that includes three Board members and three members of the public for the purpose of advising staff and the consultant conducting the proposed mobility hub site alternatives analysis on how to best involve and engage the public during the public outreach phase, ensuring transparency and broad civic engagement.

JM/ja

AGENDA ITEM: XI.A.

Subsequently to the formation of the IVMC, TTD awarded a Professional Services Agreement (PSA) to HDR, Inc. at the October 5, 2022 Board Meeting for third-party assistance to identify potential mobility hub sites, perform the site screening and analysis, and preferred site concepts for the project.

The Federal Transit Administration (FTA), whose funds were utilized to secure the Incline Village Elementary School Site (OES) under protective acquisition, requires TTD to perform a site analysis for other properties that may be considered for this project, in addition to the OES site. HDR presented five options for sites (including the OES) within the Incline Village community for consideration and analysis to the IVMC, who added four more for a total of nine sites (Attachment A).

The mobility hub site analysis is structured as a series of sequential evaluation steps, where increasingly detailed and comprehensive evaluation measures are applied to a decreasing number of hub site options as the process moves forward. The HDR team also vetted screening criteria for the sites with the IVMC and received Committee and community input. Some of the comments requested criteria changes that are suitable for the project development and environmental analysis phase, but not appropriate at this scale or phase, which is high-level and preliminary to a project. The screening process uses a combination of analysis methods to determine the feasibility, reasonableness, and multimodal potential for each mobility hub location.

Scoring for the screening of sites comprised the following criteria. Sites with stronger performance may be advanced and evaluated in more detail.

1. Transit System Score – Consider how well integrated the location is with respect to the existing transit network.
2. Transit Propensity Score– Mobility data to understand locations with high mobility needs and potential transit demand.
3. Recreational Access Score - Consider the proximity and ease of connection to recreational amenities for locals and visitors.
4. Key Destination Score – Examine the location’s proximity and ease of connection to significant destinations, services, and activity centers.
5. Walkability Score – Analyze the extent of the surrounding sidewalk and trail networks connecting to the potential location.
6. Bikeability Score – Analyze the extent of the surrounding bike network (on the street and multi-use trail) connecting to the potential location.
7. Road Safety Score – Examine crash data (or other relevant data) in proximity to mobility hub locations.
8. Property Size – The location meets the minimum square footage to accommodate the mobility hub program and allow for future growth.
9. Land Ownership – Private, Public, Acquisition required.
10. Zoning – Site zoning with respect to accommodating a mobility hub.
11. Site Access - Ingress/egress, emergency services circulation, transit circulation.
12. Environmental Constraints – SEZ, sensitive lands, Phase I or II Haz mat conditions.
13. Topography/Land Capability – Site topography, slope, and land capability affecting project size and construction.
14. Access to existing Infrastructure – Availability of existing utilities, communications, and connected roadways.



Using the current siting criteria defined above, the project team scored the potential sites. Of the nine parcels considered for analysis, Staff believes three parcels scored sufficiently for further consideration; OES, Ponderosa Parking (Duffield Property), and the UNR campus. Communications with Mr. Duffield, however, indicate that acquiring this property for the project will not be a possibility. A fourth lesser scoring option may be viable, however less so because of its physical capacity traits and more so because it is in public ownership by Washoe County. Before the site criteria is finalized, however, Staff will confirm that it meets FTA requirements for the site selection process.

To date, the IVMC has held twelve public meetings, and HDR and Staff held one public workshop.

**Discussion:**

Increased roadway congestion, limited public parking, and crowding of local recreation areas have impacted the Incline Village community for many years, and as such, the community is wary of any project that may intensify or add to these issues. Community response at the public meetings has not been positive towards a project at any site, particularly the OES site. After the July 31, 2023 IVMC meeting, TTD and consultant staff surmised that most of the comments communicated thus far were repeatedly coming from a consistent group that are passionately against the project at the OES site and to a lesser extent, transit in general.

While the comments received thus far are valid from one perspective, TTD believes that the IVMC and outreach process to date have not successfully reached a broad spectrum of the community to inform and receive input on the nature of the proposed project and the site selection process. Some of that spectrum includes workforce, low-income residents, seniors, those without access to vehicles, and those with ambulatory difficulty have not been sufficiently engaged via the outreach process. Consequently, TTD decided to suspend the IVMC meetings and postpone the October 2023 Open House, while evaluating an adjustment to the process for Board consideration to complete the site selection effort.

TTD's process to date has been a non-traditional project process in having a formal Board committee at the forefront of work and interface with the community. The Board did this purposely to demonstrate to the community that it was engaged in the effort to help guide it. To that end, the IVMC has offered a commendable approach at the project level advising staff on outreach, providing input, and most of all, listening to the community. However, at this point, the effectiveness of continuing with the IVMC approach has diminished into an echo chamber of the same public input from a consistent few. The required formality by which the setting, dialog, and interaction of a committee meeting must be conducted has been a factor in less than desired engagement. In addition, the IVMC and public input to date have not been satisfied with the public outreach process. With that, Staff have worked with the HDR consultant team and are recommending pivoting to a more typical project approach, reenergizing an outreach effort to engage more of the community through the balance of the site access process. Pivoting to a more typical project process also means discontinuing the IVMC.

TTD staff and HDR have formulated a public outreach approach that:

1. Increases social media outreach,
2. Targets and engages potential transit commuters within the community, targeting the workforce, seniors, lower income, and those without vehicles or have ambulatory difficulty,
3. Engages businesses who may depend on workforce via transit,

4. Educates the community on the context of the transportation vision for the region to help manage visitation and the relationship of Incline Village to it,
5. Reiterates to the community that the mobility hub project aligns with approved regional and local plans, particularly Washoe County Tahoe Area Plan Chapter 3, Project T-36 Incline Village Mobility Hub – *“Establish a new mobility hub in a centralized location, such as the old Incline Elementary School. The hub will serve local, seasonal, and regional transit services,”*
6. Develop site plans that show, in concept form, the minimum requirements of a transit facility on each site selected for advancement,
7. Strive to develop a preferred site alternative that works for transit and the Incline community’s needs.

As noted in the Background section above, nine locations, including the OES, have been identified for scoring and potential further evaluation. TTD staff have worked with HDR to revamp the outreach process for the balance of the site assessment work (Attachment B) in line with the aforementioned outreach goals. The outreach effort will fall more to TTD’s Public Information Officer (PIO) and other staff, as the remaining contract budget is limited and will be reserved for the creation of a decision document for Board consideration when selecting a final site for project development at the end of the process, including the conceptual minimal facility siting on the parcels for informational purposes.

A final report will be prepared documenting the public input process and input, the site identification, and site evaluation process, and a recommendation for the Board to consider at a meeting prior to the conclusion of the current fiscal year. It should be noted that the window of inclusion of any additional sites for consideration has essentially closed, but TTD may consider any other viable potential sites that may come forward.

**Recap:**

1. The Committee work and public input have been taken seriously, spurring this change in process.
2. The mobility site assessment process utilizing the IVMC is pivoting to a more typical project process and it is proposed that the IVMC be formally concluded.
3. A revamped public outreach process for the balance of the site assessment effort has been developed and will involve much more TTD staff time, along with the consultant team.
4. The consultant team will focus most of its contracted time balance on the evaluation of sites, the development of high-level project concepts for the most suitable locations, and a decision document draft for use when the Board deliberates a choice.
5. A decision document and item will be before the Board for decision on a site before the end of the current fiscal year.
6. Staff recommends approval.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Jim Marino at (775) 589-5512 or [jmarino@tahoetransportation.org](mailto:jmarino@tahoetransportation.org).

**Attachments:**

- A. Potential Sites Map
- B. Estimated Resource Hours – Outreach Plan



# Vicinity Map



PROPOSED OUTREACH TIMELINE AND RESOURCE HOURS						
Estimated Task	Estimated Staff Hours (TTD)	Estimated Hours (HDR)	Estimated Timeline	Estimated Cost	Notes	
1 Development of context message	20	5	October		TTD Staff. Updates will be provided to HDR.	
2 Digital flipbook	30	60	October Development, Launch November	Cost: Basic \$3.50 per month/\$42 per year	TTD Staff to provide copy/content ; HDR Consultant to create Flipbook. Flipbook will be used on website and social channels.	
3 Educational and social media posts	45	5	Weekly posts November through December. As needed afterwards.		TTD PIO will create with input from staff. HDR to provide any/all social posts previously created.	
4 Direct mailers	40	5	November and December	Cost will need to be priced out	TTD PIO will work with TTD staff to create and distribute. TTD staff will review and provide input.	
5 E-newsletters	20	0	November and December		TTD PIO will work with staff to create and distribute. TTD staff will review and provide input.	
6 Open house	75	40	November		One (1) Open House meeting. TTD to work with HDR to create boards and additional materials. HDR will be responsible for creating materials. TTD staff will attend and assist with facilitation.	
7 Online town halls	50	10	November through January		Possibly one or two (1-2) virtual town halls hosted by TTD staff. HDR to create a slide show presentation from Open house boards/Materials.	
8 Community group presentations	60	0	On-going as needed. November through January		TTD Staff to present to various groups TBD. No need from HDR.	
9 On-going website updates	20	2	On-going as needed. November through January		TTD PIO to update the IMH and TTD websites as needed. HDR to provide additional updates as needed.	
<b>Estimated Total Hours</b>		<b>360</b>	<b>127*</b>			

\* Not to exceed contract amount with HDR

MEMORANDUM

Date: September 28, 2023  
To: Tahoe Transportation District (TTD) Board of Directors  
From: TTD Staff – George Fink, Transportation Services Director  
Subject: Presentation and Discussion on the Short-Range Transit Plan Update

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**Action Requested:**

It is requested the Board receive and discuss an information item on the Short-Range Transit Plan (SRTP) and provide feedback to Staff.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY24 budget.

**Work Program Impact:**

All work associated with this effort is 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:**

The purpose of this item is to update the Board, encourage discussion, and receive feedback on how to balance competing questions of local versus regional; coverage versus ridership; visitors versus residents versus businesses; fixed route versus demand response and so on.

TTD's programmed services for FY24 are fully funded. However, that is based on the availability of one-time pandemic support funds. These funds are expected to be exhausted by FY26, resulting in a need to modify the transit system to fit available funding or increase funding (Attachment A). The need to reimagine Tahoe's transit systems is already underway in some respects with the addition of micro mobility options (scooters) and microtransit on both the north and south shores. Further planning is envisioning a new service delivery model that is fiscally sound and fulfills TTD's role in connecting the communities within and around Lake Tahoe to each other and the Lake. Communities have stepped up and are opting-in on microtransit services. Numerous microtransit zones exist on the north shore and the Tahoe Douglas Visitors Authority's Lake Link service recently celebrated their first anniversary of its system at the south shore.

TTD has continued to host the south shore technical advisory committee meetings (SS-TAC) to foster frank discussion about transit funding, service levels, and goals. Membership includes representatives from the City of South Lake Tahoe (City), the Tahoe Regional Planning Agency (TRPA), the South Shore Transportation Management Association (SSTMA), and TTD. The

SS-TAC is a parallel effort to TTD's SRTP on-going update and is meant to help address community, stakeholder, and political concerns regarding the provision of public transit. The group has consensus on the following points:

1. There are not enough resources to satisfy all the needs.
2. TTD's mission is regional transit connectivity.
3. There is an opportunity to build on the SSTMA's microtransit system.
4. Microtransit could replace Route 55 in South Lake Tahoe.
5. Microtransit could replace all paratransit service, including unincorporated El Dorado County.
6. Lake Link could adjust to meet the requirements of providing paratransit services.
7. The City of South Lake Tahoe is exploring the possibility of operating Route 50 and possibly extending microtransit city-wide.
8. All fixed routes could be federalized (use federal money and be subject to federal rules).
9. All microtransit zones could be funded using local/state sources.
10. Microtransit funding depends on continuing existing funding commitments and bringing in new funding.
11. Coordinated services and a seamless user experience are important to success.
12. Ridership is the primary consideration of the regional and microtransit route structures.

As had been discussed at the June Board meeting, the draft service model is as follows:

- Route 1 (Route 50) is proposed to serve the US 50 corridor from Stateline Transit Center or Kingsbury Transit Center to the Y Transit Center. Frequency would be determined by the level of funding.
- Route 2 is proposed to re-establish service between Stateline Transit Center and Carson City via Spooner Summit.
- Route 3 (Route 22) is proposed to continue to serve Minden/Gardnerville, but would not serve Daggett Summit Village beyond Tina and Tramway.
- Route 4 (East Shore Express) is proposed to continue as a seasonal connection between Incline Village and Sand Harbor.
- Microtransit Zone 1. This zone covers from Al Tahoe, CA to Lake Village, NV.
- Microtransit Zone 2. This zone is proposed to cover western South Lake Tahoe.
- Microtransit Zone 3. This zone is proposed to cover El Dorado County/Meyers.

#### Services Proposed for Transition:

- Route 55 is proposed to transition to microtransit.
- Route 19X would end service between Minden/Gardnerville and Carson City with the latter's connection to Lake Tahoe maintained via a direct connection over Spooner Summit.
- Paratransit service is proposed to transition to a component of microtransit.
- The consolidation of the existing Route 55, Route 19X, and paratransit service frees up resources for other priorities.

#### Financial:

Lake Tahoe's south shore receives approximately \$2.175 million in federal transit operating funds from the Lake Tahoe Urbanized Area (Lake Tahoe UZA). The remaining portion of that

funding, approximately \$1.675 million supports Placer County/TART. Outside the Basin rural Nevada services would receive approximately \$465,000. Another \$2.548 million is allocated from TDA (LTF/STA/SGR). California's Low Carbon Transit Operations Program (LCTOP) brings in \$278,000 every other year. The sale of Low Carbon Fuel Standard (LCFS) credits amounts to roughly \$40,000. South Tahoe Public Utility District (STPUD) contributes \$35,000 in mitigation fees. Nevada State Parks allocates \$85,000 to support the East Shore Express.

To assist in funding microtransit services, this proposal assumes \$1.24 million from the SSTMA, \$270,000 from El Dorado County; and \$862,500 from the City. Note that the majority of those funds are contingent upon Douglas County allocating funding to support microtransit. However, the City's ability to contribute and their conditions on doing so may be shifting soon, affecting both the amount available, the conditions of the allocation, and the timing of allocations. Based on staff's existing understanding of funding, the service model should be able to set aside \$300,000 annually for capital match (vehicles, facilities, amenities, property, etc.).

#### Regional TAC & Public Participation:

Although there is local momentum and increased collaboration on discussing how to fund and implement transportation systems sensitive to the region's needs, it is important the regional stakeholders meet and confer to discuss how this will affect services, how TTD can develop effective outreach, and confirm funding commitments. If the proposal were to go forward, moving from paratransit to microtransit is a sizable shift for Lake Tahoe's most vulnerable population. While there is a need for a transition plan for the operation, a transition plan for the passengers is also recommended. Moving passengers from the existing Route 55 to microtransit will require extensive outreach as well. Passengers in Douglas County and Carson City that typically travel between the areas will no longer have that connection provided by Route 19X. How do we reach them and what alternative options do they have? TTD's approach to engagement will focus on conversations with people through workshops and hosted online events to have discussions about their experiences, needs, desires, and challenges. These efforts will be augmented with surveys available on the SRTP website.

#### Discussion:

One of the prime outcomes of the south shore and regional technical advisory groups is for the stakeholders in and around Lake Tahoe to explore what resources are available for public transit, the requirements of those funding sources, and what public transit concepts can gain consensus for possible adoption. As mentioned in the background above, the SRTP process is readying to move onto gathering public input which will influence the draft system structure.

Since the regional TAC and the Program Implementation Committee meeting of September 6, discussion has continued. Interest in the City directly operating fixed route transit has waned. Other ideas like ending all fixed route services and focusing microtransit solely on the south shore have been articulated, but staff are focusing on meeting the wider needs of the community. With additional clarity from these discussions, the form of the sustainable system is changing from what was presented in June and what is cited in the background section.

Staff are working on shifting the proposal to replicate the north shore's success more closely. TART has integrated microtransit zones with 60-minute headways on the mainline. The symbiotic relationship has increased ridership for both services keeping people moving within their communities while connected to other communities. TTD has championed this layered approach to mobility with the Transit Master Plan and continues to advocate for stacked transit

access (intercept lots > regional bus > mobility hubs > fixed route > microtransit > micro mobility).

While the City may not directly operate fixed route service, TTD and the City are in partnering discussion on financing a fully funded second microtransit zone to the west of the mitigation microtransit zone. The City has indicated that \$500,000 may be available to fund this additional zone and TTD is discussing whether TDA funds could help bridge the funding gap. Concurrently, staff will update the latest service model and begin the public outreach process.

Staff envisions continuing to meet with the regional TAC and providing the public feedback throughout the process. The input from the TACs and public will then be analyzed to assess how the revised transit services will impact the region's goals to address congestion, greenhouse gas (GHG) emissions and reduce vehicle miles travelled (VMT).

In the short term, major change is inevitable. At the end of FY26, the current system is projected to begin running at a deficit without new revenue. Staff aims to transition to a new system no later than July 1, 2025. By completing the transition planning early (planning, partnerships, funding, and operating agreements, etc.), TTD will be able to retain a year of FTA grant funding in arrears to smooth out any congressional cliffhangers.

Staff expects to continue providing regular updates to the Program Implementation Committee and TTD Board throughout the SRTP process culminating in a decision on service direction later this calendar year after compiling additional public, stakeholder, and regional input.

**Additional Information:**

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

**Attachment:**

A – Five Year Budget Outlook At Existing Service Levels



**Tahoe Transportation District  
Transit Fund  
5 Year Budget  
Operations Only**

**Excludes Depreciation, Amortization, Disposals, Warranties and Capital Transfers Into TO Fund from CIP Fund**

	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
<b>REVENUES</b>					
FTA	5,642,289	6,408,896	6,879,813	5,304,910	3,974,243
TDA incl Prior Carryover	2,228,119	2,763,750	2,131,150	2,000,000	2,375,000
Other State Funding	0	278,372	0	278,372	0
Contributions	125,936	90,000	85,000	85,000	85,000
SRETrade (Electrification Credits)	20,000	20,000	20,000	20,000	20,000
Other (Vouchers, Scrap, Interest)	125,000	26,500	11,500	1,500	1,500
<b>Total Revenues</b>	<b>8,141,344</b>	<b>9,587,518</b>	<b>9,127,463</b>	<b>7,689,782</b>	<b>6,455,743</b>
<b>EXPENSES</b>					
Personnel	4,777,548	5,316,267	5,534,273	5,810,564	6,048,424
Repairs & Maintenance	573,104	578,028	583,148	606,473	630,730
Fuel Including Taxes	286,535	297,996	309,916	322,313	335,205
Grant Match	352,474	1,138,750	375,000	375,000	375,000
Administrative Support	440,000	460,000	480,000	480,000	480,000
Other	1,711,683	1,796,477	1,845,126	1,923,299	2,005,221
<b>Total Expenses</b>	<b>8,141,344</b>	<b>9,587,518</b>	<b>9,127,463</b>	<b>9,517,649</b>	<b>9,874,580</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(1,827,867)</b>	<b>(3,418,837)</b>



MEMORANDUM

Date: September 28, 2023

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff – Joanie Schmitt CFO

Subject: Adopt Resolutions 2023-002 and 2023-003 Authorizing the District Manager to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2024 for Transit Service Provided by the Tahoe Transportation District

**Action Requested:**

It is requested the Board adopt Resolutions 2023-002 and 2023-003 for fiscal year 2024 (FY24) Transportation Development Act (TDA) funds for the El Dorado County portion of Lake Tahoe, including the City of South Lake Tahoe, for transit operations administered by the TTD.

**Fiscal Analysis:**

TDA funds are included as revenue sources in the FY24 budget. The FY24 final estimates increased the funding by \$154,776, bringing the total to \$2,154,776. STA funds of \$142,400 will be used as match funds and restricted for capital bus/vehicle and equipment purchases estimated to be completed/delivered by the first half of FY25.

TDA Funds	Budget	Final Estimate	Difference
Local Transportation Funds (LTF)	\$1,314,067	\$1,249,901	(\$64,166)
State Transit Assistance (STA)	\$590,378	\$800,500	\$210,122
STA – State of Good Report (SGR)	\$95,555	\$104,375	\$8,820
Total	\$2,000,000	\$2,154,776	\$154,776

**Work Program Analysis:**

The workload associated with this action is accounted for in the Work Program under Work Element 4.

**Background:**

The State of California TDA funds are an annual budget source of transit operating revenue that can be used to fund transit capital and public transit operating services. There are two sources of funds TTD is eligible to receive as a transit operator: STA funds and LTF.

The LTF is derived from a one-quarter cent of the general sales tax collected statewide. The sales tax collected in each county is returned to the county from where the tax was generated based on a population calculation.

The STA is derived from the statewide sales tax on gasoline and diesel fuel. The statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to operator revenues from the prior fiscal year.

TDA funds are processed on an annual basis through a claims process. In the Tahoe Region, claims for these funds are submitted by eligible recipients to the Tahoe Regional Planning Agency (TRPA), acting as the Regional Transportation Planning Agency (RTPA) in California. TRPA will evaluate the claims and present them to the TRPA Board for approval. Upon approval, the allocation instructions for the funds are forwarded to the appropriate County Auditor-Controller's Office. The Auditor-Controller will then release the funds to the claimant at regular intervals throughout the fiscal year. As a transit operator, TTD is eligible to receive LTF and STA funds to fund transit capital and public transit services.

**Discussion:**

TTD was notified that TRPA received the final estimates for TDA funds for FY24 from the El Dorado Auditor – Controller Office and the California State Controller's office. The final estimated allocation is \$2,154,776 (a reduction of \$393,416 from the final estimate of FY23), representing \$1,249,901 in LTF funds and \$904,875 of STA.

Upon Board adoption of the resolutions, TTD will submit claims for FY24 LTF and STA (including SGR) funds, in the amounts noted above to the TRPA Governing Board, acting as the RTPA.

TTD may amend the FY24 application, pending possible future agreements with the City of South Lake Tahoe relating to microtransit, as an outcome of the Short-Range Transit Plan process. That possibility will be discussed at a future TTD Board meeting as part of the public input process prior to formal decision.

Staff recommend adoption of the resolutions.

**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. Resolution 2023-002– LTF Claim
- B. Resolution 2023-003 – STA Claim

TAHOE TRANSPORTATION DISTRICT  
RESOLUTION NO. 2023-002

**A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO  
EXECUTE THE CLAIMS FOR FISCAL YEAR 2023-2024 TO THE  
TAHOE REGIONAL PLANNING AGENCY, SITTING AS THE  
REGIONAL TRANSPORTATION PLANNING AGENCY,  
FOR LOCAL TRANSPORTATION FUNDS**

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds from the Local Transportation Fund (LTF) for transit capital, transit operating, and road maintenance assistance; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional Transportation Planning Agency (RTPA), has been allocated an estimated amount of \$1,249,901 for the portion of El Dorado County at Lake Tahoe, including the City of South Lake Tahoe, for operating and capital assistance for the south shore transit system for fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors authorizes the District Manager to execute the fiscal year 2023-2024 transportation claim to the TRPA, sitting as the RTPA, in the amount of \$1,249,901 for the support of fiscal year 2023-2024 transit operating and capital assistance,

TTD may amend the FY24 application, pending possible future agreements with the City of South Lake Tahoe relating to microtransit, as an outcome of the Short-Range Transit Plan process.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on October 4, 2023, by the following vote:

Ayes:

Absent:

Nays:

Abstain:

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Alexis Hill  
Chair

TAHOE TRANSPORTATION DISTRICT  
RESOLUTION NO. 2023-003

**A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO  
EXECUTE THE CLAIMS FOR FISCAL YEAR 2023-2024 TO THE  
TAHOE REGIONAL PLANNING AGENCY, SITTING AS THE  
REGIONAL TRANSPORTATION PLANNING AGENCY,  
FOR STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the Tahoe Transportation District (TTD) is eligible to apply for and receive funds from the California State Transit Assistance Fund (STA) for transit capital, transit operations; and

WHEREAS, the Tahoe Regional Planning Agency (TRPA), sitting as the Regional Transportation Planning Agency (RTPA), has been allocated an estimated amount of \$904,875 of which \$104,375 is designated for the State of Good Repair Program, and \$800,500 designated for transit operations for the Lake Tahoe portion of El Dorado County, including the City of South Lake Tahoe, for the support of fiscal year 2023-2024 transit operating and capital assistance, with any carry-overs to be restricted for capital bus and/or bus equipment purposes.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors authorizes the District Manager to execute the fiscal year 2023-2024 transportation claim to the TRPA, sitting as the RTPA, in the amount of \$904,875 in STA funds.

TTD may amend the FY24 application, pending possible future agreements with the City of South Lake Tahoe relating to microtransit, as an outcome of the Short-Range Transit Plan process.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on October 4, 2023, by the following vote:

Ayes:

Absent:

Nays:

Abstain:

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Alexis Hill  
Chair