



NLTRA Board of Directors Agenda and Meeting Notice Wednesday, September 6, 2017 - 8:30a.m. North Tahoe Event Center 8318 N. Lake Blvd., Kings Beach

NLTRA Mission

To promote tourism and business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.

To Call in: Dial (712) 770-4010, 775665#

Items May Not Be Heard In the Order They Are Listed

- A. **8:30 a.m. Call to Order-Establish Quorum** (Closed Session if needed will be at 8:00 a.m.)
- B. **8:35 a.m. Public Forum:** Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.

C. **Agenda Amendments and Approval-MOTION**

D. **Consent Calendar-MOTION (15 minutes) 8:35 – 8:50**

All items (**in Bold**) listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.

1. **Board Meeting Minutes –**

- a. **June 28, 2017 (Page 1)** [Link to online document](#)
- b. **July 17, 2017 (Page 5)** [Link to online document](#)

The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at www.nltra.org

2. **Committee Minutes – June, 2017**

- a. **BACC July 13, 2017 (Page 8)** [Link to online document](#)
- b. **Marketing July 29, 2017 (Page 11)** [Link to online document](#)
- c. **Finance June 22, 2017 (Page 14)** [Link to online document](#)

- 3. **Contract Approval (Projects whose funding has already been approved by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)**

None at this time

E. Action Items (90 minutes) 8:50 – 10:20

1. MOTION: Review and possible approval for Autumn Food & Wine Festival Northstar Contract-Amber Burke (Page 17)
2. MOTION: Identify Representative(s) for Mountain Housing Council - Discussion and Appointment – Cindy Gustafson (Page 26)
3. MOTION: Discussion and Possible Approval of Resolution Naming Signers on NLTRA and NLTMC Bank Accounts-AI Priester (Page 37)
4. MOTION: Discussion and Possible Approval of Extension of Contract with Andy Chapman through October 6, 2017. (Page 42)
5. MOTION: Discussion and Possible Approval of Contract with Shift Communications & Consulting – Cindy Gustafson (Page 43)
6. MOTION: Discussion and Possible Approval of Contract Amendments with Placer County for July 2017 and August 2017-January 2018 – Cindy Gustafson and Erin Casey (Page 47)

F. Reports/Back up Documents-Meeting Packet Part Two

The following reports are provided on a monthly basis by staff and can be pulled for discussion by any board member

1. Destimetrics Report (Page 1)
2. Membership Accounts Receivable Report June 2017, July 2017 (Page 2)
3. Membership Upcoming Events/Programs (Page 4)
4. Conference Revenue Statistics Report (Page 6)
5. Executive Committee Report – August 28, 2017 (Page 7)
6. Capital Investment/Transportation Activity Report (Page 8)
7. Finance Committee Reports, June 2017, July 2017 (Page 17)
8. Progress Report on Key Performance Indicators (Page 73)
9. CEO Updates (oral presentation)

G. Directors Comments (5 minutes) 10:20 – 10:25

H. Meeting Review and Staff Direction (5 minutes) 10:25 – 10:30

I. Adjournment

This meeting is wheelchair accessible

Posted and Emailed (x)



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NLTRA Board of Directors

MINUTES

Wednesday, June 28, 2017 at 8:30 a.m.

In attendance: Christy Beck, Samir Tuma, Jennifer Merchant. Board members via telephone: Brett Williams, Gary Davis, David Tirman, and Aaron Rudnick. Also in attendance: Sandy Evans Hall, Cindy Gustafson, Erin Casey, Sarah Winters, Ron Treabess, and Dawn Baffone.

- A. 8:32 a.m. Meeting called to Order- Quorum established.
- B. Public Forum: Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.

None.

- C. Agenda Amendments and Approval-MOTION

MOTION to approve Agenda M/S/C (Jennifer/Christy/7-0-0)

- D. Consent Calendar-

All items listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.

- Jennifer questioned whether Item D. 3 is fiscal year 2016/17 funds. Ron answered yes and there is adequate funding.

MOTION to approve consent calendar items M/S/C (Jennifer/Christy/7-0-0)

1. Board Meeting Minutes –June 7, 2017
2. Special Board Meeting Minutes – June 15, 2017

Minutes are available as finalized at www.nltra.org

3. Contract Approval (Projects whose funding has already been approved by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)
 - a. Approval of 2017 Summer Traffic Management to Highway patrol for \$11,098.52 – Ron Treabess

- E. Action Items

1. Review and Input on Abbi Agency Draft Three Year Contract – Andy Chapman
 - Andy reported that the Abbi Agency draft contract has been reviewed at the Marketing Committee meeting and next it will go to the Co-op Committee for final changes.
 - Per Andy, in the current contract copy in the packet, the following changes are needed:
 - In item vi. On page 17-the word “expensive” should be “expense.”
 - In item vii. On page 17- the word “Client” should be “Consultant”.
 - In item vii. An additional sentence is added to the end; “Documentation sufficient to satisfy IRS expense deductibility requirements.”
 - Andy reported regarding the scope of work. He referred to page three. The two RFP finalists were Abbi Agency and Catapult. Abbi Agency was chosen.
 - The project budget was increased by approx. \$80,000 based on findings by the Co-op Committee since there are added responsibilities included in the contract.
 - Sandy clarified that this is not a motion item for approval, but a review and input item.

- Jennifer asked who the Members of the Co-op Committee are. They are Brett Williams, Sandy Evans Hall, Christine Horvath and Carlyne Fajkos, Andy Chapman, Bill Wood, Heather Bacon, and Chris Stoikos.
 - Christy asked what the total amount is for PR. \$312,000 is total for PR.
 - Jennifer questioned how the outreach was done to develop the list of interested parties. Andy said he sent out a notice in publications like the Sacramento Business Journal, and sent out letters to past interested parties (There were 9-11 interested parties.)
 - Jennifer questioned how the co-op can sign the contract when it is not an actual entity. She asked if the two organizations should be the signers on the campaign. She suggested Placer County have indemnification. Samir clarified that the NLTRA would be/is indemnified. Andy offered to change the language regarding the contracting parties and find out whether the co-op has the authority to be indemnified.
 - Jennifer questioned about the County contract not being completed. She pointed out that there is not a clear return of investment in the scope of work. Suggests a shorter term contract, possibly Winter-Spring in order to have consistent performance indicators with the new CEO and new Marketing Director to allow time to look at the 3 year plan.
 - Andy reminded that it is a co-op effort and (the contract) has been through the processes required. Discussion about the feedback and processes.
 - Cindy asked that what the 30-day clause includes. The co-op 30 day clause was reviewed.
 - Samir clarified where the County and Marketing relationship is now and where they are heading; that Placer County will be pulling back from the Marketing involvement but that there will be performance measures that need to be driven into the contract moving forward.
 - Christy pointed out that there are no performance measuring in the current contract.
 - Jennifer said that the contract should include or connect to the performance measures.
 - Sandy said we can include what we currently have.
 - Discussion about the RFP process in relationship to the County involvement changes.
 - Andy said he can add language in the scope of work that states that there are a set of established metrics and the expectation is that we stick to the metrics although they may be adjusted throughout the contract period. Sandy said we will get that language out today.
 - Jennifer asked about the Marketing the Events and Coordination with the large resorts, and she observed that the contract doesn't address that. She thinks that the integration should be more strategic with other area entities (Northstar/Squaw, etc.)
 - Brett said that would be more tactics/strategy and not scope of work, and those subjects are addressed in the co-op and marketing meetings. He suggested that prior to the meetings to send email to Andy or Brett with questions and concerns.
 - Amber said there is a meeting next week to discuss better ways to communicate with the partners.
 - Jennifer expressed concerned about Abbi agency professionalism at least on the BACC side.
 - Discussion about BACC.
 - Sarah pointed out that the RFP from Abbi was very detailed and the contract version that is supplied is very condensed.
 - Discussion about RFP and procedures with County and throughout transition.
2. Review and Input on Black Diamond UK/IRE Representation Contract and Scope of Work - Sarah Winters
 - Sarah reviewed that there 9 RFPs were submitted. She said there has been an addition two staff members.
 - Jennifer asked about the difference in cost. It is a \$5,000 increase. UK is number one market. Christy asked about the growth measurement and it is through Visa Spend which tracks who is spending and how many people have visa in other countries.
 - Discussion about lodging data acquisition in the future.
 - Discussion about obtaining other European markets in the future.
 - Discussion about market diving into these areas, as well as getting international visitors from Yosemite on a multi-stop itinerary.
 3. Review and Input on Gate 7 AUS/NZ Representation Contract and Scope of Work – Sarah Winters/Bart Peterson

- The two RFP finalists were Gate 7 and Connectivity (Travel Nevada representative). Gate 7 was chosen. They have met or exceeded goals with previous RFP's.
 - Two major changes are that New Zealand was added and in the past it was only a summer contract and now it will be year round.
 - Andy noted that the signature pages will be adjusted.
4. MOTION: Review and approval of Abbi Agency Enhanced Event Public Relations and Social Outreach – Amber Burke (Marketing Committee vote on 6/27/17 Eric Brandt/Becky Moore/7-0-0)
- Amber reported that this enhancement came out as a result of the RFP process. The expectations in using the Abbi agency in regards to events were not clear in the past. Specific deliverables have been added. She outlined 5 events that would require additional PR help within a guaranteed contract with Abbi.
 - Amber reviewed the social contests that have occurred in the past.
 - She pointed out that the additions would require no additional funding.
 - Jennifer asked about Wanderlust fiscal year. It will be twice in this fiscal year, and in the future it will be in the year prior to the event. Dedicated blog will be per event.
 - Abbi Agency would provide onsite staff support includes arranging accommodations and event passes, media meet & greets, Facebook lives, and social media takeovers and being a contact for the event.
 - Discussion about how Winterwondergrass interaction/coordination between us and the site (Squaw) takes place, depending on event. There is much flexibility with this.
 - Jennifer pointed out that under Events-frequency recommendation, the word Winterwondergrass is misspelled. There is also some other boiler plate language that will be updated per Andy/Sandy.

MOTION to approve Agenda M/S/C (Jennifer/Christy/7-0-0)

Directors Comments

5. Update on Scope of Work discussion with County – Samir Tuma
- David Boesch, Erin Casey, Jennifer Merchant, Adam Wilson, Samir Tuma, Brett Williams and attended the mediation last Friday. The outcome was a set of options/components for what the relationship between Placer County and the NLTRA will/could look like going forward. There will be much significant change and it will take time so a six month contract was discussed to prepare for the future of which work will begin today. A new draft Scope of Work which will include information about Placer County entering into a marketing contract with NLTRA that will develop a work plan, milestones and measurement tools that are clear and more detailed.
 - Regarding transportation, Placer County will work with the Truckee North Tahoe Transportation Management Association (TMA), the Resort Triangle Transit Visitor Coalition (RTTVC), to implement the Regional Transit Plan. The County and the NLTRA will have representation on the RTTVC. Placer County will discuss how the leadership and RTTVC can work to prioritize projects and review new transit plans. The six-month plan will look similar to what the one month extension plan with the County is currently.
 - Samir said that probably the most crucial a component of the meeting mediation is regarding capital improvements. Placer County and the NLTRA will develop a new capital improvements partnership, working together to convene community conversations, project priorities in the Tourism Master Plan (TMP), monitor how the TMP is proceeding and review proposals for opportunities outside of the TMP. Over the course of the next six months, the new partnership will be defined. NLTRA would take on a co-convening or co-chairing with respect to capital projects. It was recognized that the community voice/relationship needs to be maintained and the County desires to be more involved in the community interaction.
 - The NLTRA would review, prioritize and implement decide what to do with the recommendations of the 18 months best practices process report which was completed. There may be a retreat and Placer County will have the opportunity to provide feedback about the recommendations. It is time for decisions to be made to implement the changes.
 - Samir reported that there will be a revamp of communications between staff and County, and a potential of meetings outside of Board meetings, at the staff level. The County is

transitioning into stepping off of the Board as members but have will a County agenda item monthly to provide information. They will be involved at the executive committee level but not be involved in Board decisions going forward.

- In the Board of Supervisors meeting a one-month NLTRA contract was approved. Another Board meeting will be looking at the six-month contract.
- Samir welcomed Cindy Gustafson as she has accepted the CEO position. She will be donating time to help with the transition prior to her official start day of August 2nd.
- Jennifer added that the Capital Partnership will be expanded for a broader community voice and engagement, whether it is geographic or interest-based.
- Erin added that the six-month agreement would help facilitate and give time to share with the community.
- Samir addressed the perception of the NLTRA being Tahoe City focused. This is being looked at and there are plans for outreach to begin in a broader scope and engagement inclusive to other areas.
- Jennifer suggested a timeline for all of the upcoming due dates of drafts, community meetings, and NLTRA Board meetings. Timeline will be discussed between Board and County. She said the Placer County deadline for their meeting materials is July 10th and it will be posted publicly on Wednesday the 19th. She suggested scheduling the NLTRA Board meeting near Friday the 14th.

6. CEO Transition timeline-(from above)

- Cindy Gustafson will be donating time to help with the transition prior to her official start day of August 2nd.

G. Meeting Review and Staff Direction

- Sandy and Andy will work on revising contracts and language updated regarding performance measuring today.
- Sandy is working with Cindy Gustafson on her transition.
- Cindy will be donating time to help with the transition prior to her official start day of August 2nd.
- Sandy is finishing reviews and end of year performance reports.
- Ron commented that the NLTRA staff and Placer County having periodic discussions is a great addition. Also the advantage of a new committee and recommends deciding on the purpose of the committee first.
- Ron pointed out that Capital Investment funds have been distributed all around the Tahoe area, including Martis Valley, Donner Summit, and Kings Beach, for example, and there have been attempts to include all areas. Cindy said that more outreach and education is needed, and she will be making this subject a priority.
- Ron questioned information he heard regarding the Tourism Master Plan. Samir clarified that the Tourism Master Plan is currently and will continue being used as our guiding document.

H. Adjourn to CLOSED SESSION – CEO Performance Review/Incentive **CLOSED SESSION CANCELLED**
Removed from agenda, per Samir.

I. Reconvene to OPEN SESSION – vote to be taken and reported in minutes if necessary on any item from closed session.

J. Adjournment at 10:18



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NLTRA Special Board of Directors Meeting Minute

July 17, 2017 at 9:00 a.m.
TCPUD Boardroom

A. Called to Order at 9:01-Established Quorum

Board members in attendance: Adam Wilson, Christy Beck, and Jennifer Merchant. Via telephone: Aaron Rudnick, Gary Davis, Samir Tuma, Brett Williams, and Tom Lotshaw (non-voting).

*Jennifer joined the meeting/arrived at 9:06 a.m.

Others in attendance: Jason Neary, Ron Treabess, Andy Chapman, Sarah Winters, Cindy Gustafson, Anna Atwood, Greg Howie, Lindsay Romack, Wally Auerbach, Dawn Baffone, Ron McIntyre, Amber Burke, Erin Casey, Natalie Parrish, Kym Fable, and Lauren Sully. Al Priester, Via Telephone-Andy Chapman and Jaime Wright

B. Public Forum: Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.

- Ron McIntyre provided public comment regarding public involvement in the Scope of Work/Placer Contract. He expressed concern for the lack of Tourism development projects in the Scope of Work.

C. Agenda Amendments and Approval-MOTION M/S/C (Christy/Brett/6-0-0)

*Jennifer joined the meeting/arrived at 9:06 a.m.

D. Action Items

1. MOTION: Discussion and possible approval of the Placer County Proposed Contract, Proposed Scope of Work and Proposed Budget (Attachment C) for August 2017 through January 2018 – Adam Wilson

Scope of work:

- Adam thanked the NLTRA staff and the County staff for their efforts.
- Questions from public: Ron McIntyre addressed the Board regarding history of the NLTRA Scope of Work and his concerns about the County's new responsibility of being in charge of Capital Investments. Ron McIntyre provided public comment regarding public involvement in the Scope of Work/Placer Contract. He also commented that in his opinion there is much beurocracy and expressed concern for what seems to be a lack of tourism development projects in the Scope of Work and the direction that the NLTRA is going.
- Adam stated that NLTRA Board will be involved in the future Capital Investment decision process and that there will be community involvement.
- Cindy commented regarding organization management and tasks regarding the implementation of the recommendations over the next six month. She suggested an understanding that some of the tasks may take a longer period of time (for bylaw changes, etc.) especially in regards to Board Governance and Marketing. Andy confirmed that the marketing efforts have begun.
- On page six there are two typos, Dawn will change. Dawn completed 7/17/17.
- Discussion about the November 2018 ballot language and a voter's survey and potential of sales tax. Jennifer said conversations need to happen before it is budgeted. Cindy suggested it be discussed within the next six months.

- Jennifer suggested sharing the contents of the mediation document. Scope of Work needs to be consistent with agreement that was made.
- Discussion regarding the NLTRA/County Mediation meeting.
- Ron M. asked whether NLTRA has gone from Tourism development projects to capital projects. Adam stated that the plan is in alignment with the Tourism Master Plan and we are working with other partners to figure the best way to implement the Tourism Master Plan. It will be much broader in its approach. During the six month period there will be opportunities to provide input.
- Ron McIntyre asked if there is a method of getting on a mailing list. He would like to be added to the email list. (Dawn completed.)
- Jennifer clarified that when the county sent the Scope of Work, that they did not have the information, and the budget didn't connect. There were many different versions of the Scope of Work. Number of things that were submitted that were not added in. "Ensure racks..." needs to be removed.
- Jaime with TMA commented that the rack holder at the Truckee Airport is already stocked and we have access to it.
- Eliminate the sixth bullet point on page 6,. Align with Jaime.
- Jennifer questioned Amber regarding human powered sports. Change to "As a premier destination that includes human powered sports, arts and culture and family activities."
- Ron T. pointed out that where the Scope states, "Support transportation initiatives." (2nd to last page) that there could be a need for doing a visitor survey for example.
- Discussion about the Scope of Work document.

Budget:

- Adam said the budget will be approved as a whole at the end of discussion.
- Costs that were not currently in the budget will be added.
- Attachment C is the budget, (will be put into different format which will align with what it has been in the past.)
- Clarification on attachment C: Bicycle: \$2,000 Houston Magnani: \$4,500 (for legislative advocacy) \$2,000: Dean Runyan for public workshops. Equaling \$8,500.00
- Discussion regarding Dean Runyan contract. NLTRA will get a breakdown and exact amounts (hourly rate, travel expense, etc.) Suggestion to take out of Scope of Work.
- Discussion about the upcoming process, and what the County and Board's procedure is.
- Jennifer said the performance indicators on final report need to be posted on to the websites of the NLTRA, and sent to Placer County.
- Houston Magnani only performs work regarding legislation. Jennifer expressed that she does not see value. Ron T. said that the relationship and job description with that organization may change. During the six month period their role will be reviewed.

Attachment A2

- Andy described options SSMC/Ski Lake Tahoe Recommends to keep funds there until after the NLTRA Board meeting and he will provide an update about what the group has decided. Then the process would go back to marketing committee and the coop committee for approval. The new dollar amount is undecided at this time.
- Andy described the Opportunistic/Content Campaigns amount of \$31,809.
- Discussion regarding Attachment A2.

Attachment E.

- Explanation about due date of November 15th.

Contract

- Adam reviewed changes that were made. What needs to be added in, are related to the budget items and dollar amounts will be added after Attachment C is completed.
- Progress report no longer required hard copies, and in addition to email, put into a mutually used file program.

- Attachment C items will be added in. Staff will double check that budget numbers will be reflected in the contract.
- Ron T, pointed out that on page 3, on item G. In the case of unbudgeted money over \$2,500, that Board members will be notified via email.

MOTION TO ACCEPT AND APPROVE THE SCOPE OF WORK ATTACHMENT, 1-2, ATTACHMENT E. FIGURES IN C WILL BE AMENDED, AND THE CONTRACT THAT SUPPORTS THE 4 DOCUMENTS. M/S/C (Christy/Gary/6-0-1) None opposed. Jennifer abstained.

E. Directors Comments

- Jennifer comment regarding host compliance contract. Host compliance was hired to identify who were renting vacation rentals, etc. without paying TOT. Notices sent out and 315 registered so far. Report was received July 5th. Collected 523,000 in TOT so far. 4,000 were identified and more letters will be sent.
- Discussion regarding TOT arrears enforcement beginning date, revenue.
- Samir requested information/ updates regarding Air BNB changes that are received by the County with ordinances. Brett requested County to create Best Practices on this subject. Discussion regarding enforcement of TOT.

F. Meeting Review and Staff Direction

G. Adjournment at 11:08

BUSINESS ASSOCIATION AND CHAMBER COLLABERATIVE
Thursday, July 13, 2017, 3:00pm
Tahoe City Visitor Center
MEETING MINUTES

A. Call to Order AT 3:06

In attendance: Jessi Whalen, Lisa Nigon, Caroline Ross, Jodi Poe, Ava Hinojosa, Misty Moga, Steve Lamb, Joy Doyle, Eric Pilcher, Dawn Baffone, Amber Burke, Natalie Parrish, Kelly Benson

B. Public Forum: Any person wishing to address the Business Association and Chamber Collaborative on items of interest to the Committee not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes, since no action may be taken by the Committee on items addressed under Public Forum.

- Amber updated the group regarding the current status of the NLTRA contract with Placer County. Changes to Marketing are not anticipated. She is working close with Andy so if there any questions, you can ask Amber. She also updated the group regarding the status of the new NLTRA CEO, Cindy Gustafson. She reported that Cindy will begin at the NLTRA on August 2nd.

C. Agenda Amendments and Approval-MOTION M/S/C (Joy/Jessi 9-0-0)

D. Approval of the Meeting Minutes-MOTION M/S/C (Ava/Misty 9-0-0)

1. Thursday, June 8, 2017

Discussion & Strategy:

A. BACC Budget Overview– Amber

- Amber reviewed the current budget included in the packet. She has also compiled a 17/18 Budget and will present it at the next meeting.

B. BACC Annual Calendar – Amber, Natalie

- For contributions or changes to the calendar, contact Amber.
- Touch the Lake Campaign launch is in November so review will begin November 1st.
- Community Marketing Grant, add Event Task Force as one of the deliverables. Grant application will be due by October 6th. The grant announcement can be made in early November. Amber will have a preliminary plan put together for the workshop. It is in her scope of work for July and is tentative based on the budget.

C. Peak Your Adventure Update - Kelly

- Map distribution
 - Amber reported that maps have been distributed to 31 locations
 - In the future, she recommends streamlining distribution and having partner involvement in the distribution process.
 - There are still a few locations that maps have not been distributed to.
 - There are approximately 1,000-1,500 remaining.
 - There is positive feedback regarding the digital campaign/coupons.
 - There is an ad with the map in the Visitor Guide.
 - 9 of the 12 coupons are live. Squaw tram coupon was withdrawn, since the
 - The map on GoTahoeNorth website will be live with a direct link to the coupon page, by next week.

- 510 have visited the Peak Your Adventure page during this campaign beginning in June. Keyword “Tahoe North “has been texted 14 times and My Adventure texted 31 times. 13 coupons have been downloaded. This will be reviewed again after it has had time to take effect. An idea is that next year, the coupons may be available on the “Deals” page. (The partners will need to be informed before that is done.). Kelly will report on who has redeemed the coupons as soon as that information is available.
- Abbi Agency will provide an update on how many coupons have been redeemed by the end of July.
- Social Media includes Facebook, Twitter and Instagram. The coupon descriptions that are included in Social Media will be updated with more specific wording so that the public understands what the coupons available actually are. There have been close to 20,000 impressions since approx. June 27th.

D. High Notes Campaign Update – Kelly

- 5,000 rack cards printed, 300 posters printed, distribution is in progress. Rack cards have been delivered to the out of market campaigns including Pops in the Park in Sacramento- great response.
- Final stage of Beerfest and Bluegrass video, and will be live with interactive components of schedagraphic. Some videos have been posted on Twitter and performing well.
- A Spotify channel has been created for “High Notes 2017” and includes bands that are in the current High Notes lineup who have a Spotify play list. The channel includes the N logo and the Spotify channel is called “Tahoe North.”
- There is a ticket giveaway for Wanderlust included in the promotion.
- There have been 3 Facebook lives done at the music venues and have been successful. The day of the week makes a difference with engagement. Weekdays have more engagement. Results: 10,000 people have been reached, 2,500 views and 102 likes/loves, 13 shares and 6 comments.
- A High Notes Takeover happened (where the band takes over the camera) at one venue and it was a learning experience and had a good response.
- Instagram can now link out to the story and goes to the High Notes page on www.gotahoenorth.com
- During Achilles Wheel in Kings Beach on the 28th, there will be another High Notes Takeover.
- Twitter and Instagram posts are also happening and doing well.
- Amber will distribute the High Notes videos to Joy/Katie and Northstar, as well as the shortened videos and discuss when they will be posted.
- KTHX radio interview happened. Amber did great.

E. Shopping Update – Kelly, Amber

- A map is being created similar to the Ale Trail Map, will have more details of shopping streets and districts. It will be online only at this time. Right now the look and feel of each shopping district is being represented and the buildings representing the districts are being highlighted in this preliminary graphic. It will be interactive and will link out to other websites.
- Suggestion to add highways/roads. Travel minutes may be added.
- Suggestion to add a google maps link, images of graphic rather than a cartoon graphic.
- Amber reported that there was full day Shopping photo shoot on the 11th in Kings Beach. A full day Photo Shoot is also scheduled for August 2nd in Tahoe City. Requests feedback from Squaw and Northstar regarding what they would like to incorporate into their shoot. Dates are not decided yet. Music may be incorporated. Model money is allocated.
- Kelly suggested some of those photo images can be used as icons for the online Shopping map

- The funds have already been budgeted for the components of the map.
- The type of image/icon to represent each district was discussed. Photo icons could change seasonally.
- There is one shopping video, there will eventually be videos representing a variety of stores.
- Kelly said that there could potentially be seasonal Shopping maps.
- Amber said there is no deadline set for the Shopping map. Joy suggested setting one. Photography will be done in a few days, Tahoe City done August 2nd, Resort will be set up prior to next meeting.
- Amber suggested that the campaign kick-off in the fall.
- Kelly will reach out to the contacts in each shopping area. Ava or Misty in Incline, JT in Tahoe City, Jessi in Northstar.

F. Shop Local Website Update – Natalie

- Added video link. Will get Kings Beach from the upcoming photo shoot. Would like input about what photos to include.

G. Touch the Lake Review and 2017/18 Strategy – Kelly, Amber

- The analytics have not changed very much at this point.
- Key takeaways:
 - Get campaign started sooner
 - Go digital with coupons
 - Get better coupons
 - Results by numbers; map impressions were good with 55,000.
- Amber reminded that the \$80,000 is the BACC's money to budget and they decide what it is spend on. The committee should establish the goals. She suggested a committee retreat-one day meeting to examine the bigger picture and strategy of the group. The Marketing committee would be included.
- Discussion about Touch the Lake coupons and maps and whether to do a similar campaign as in the past.
- Twice a month analytic updates from Eric/Abbi Agency were requested.

H. Partner Informational Meetings– Amber

- Amber explained a need for a better system for information to be distributed to each district and their employees by way of her or Natalie meeting with each team at their locations. Steven suggested to host a BACC co-mixer, with wine and appetizers. Amber and Natalie will review and work with each region on an individual basis and will develop over the next year.

Other Items:

A. Committee Member Reports/Updates from Community Partners

- Wanderlust-Squaw
- Homewood High & Dry has short term storage available via buoys and dry storage. Book online.
- Tahoe Trail 100 at Northstar

*Adjournment at 4:42



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PO Box 5459 - Tahoe City, CA 96145 Ph – (530) 581-8700 Fx – (530) 581-8762

MARKETING COMMITTEE MEETING MINUTES Tahoe City Public Utility District Board Room Monday, July 24, 2017 – 2 pm

PRELIMINARY MINUTES

COMMITTEE MEMBERS IN ATTENDANCE: Brett Williams (called-in), Marguerite Sprague, Eric Brandt, DeDe Cordell, Judith Kline, Carlynn Fajkos, Terra Calegari (2:08pm), Erin Casey (2:10pm), Becky Moore (2:11pm)

RESORT ASSOCIATION STAFF: Amber Burke, Jason Neary, Ron Treabess, Sarah Winters

OTHERS IN ATTENDANCE: Shelly Fallon

I. MEETING OF THE MARKETING COMMITTEE

1.0 CALL TO ORDER – ESTABLISH QUORUM

The Marketing Committee meeting was called to order at 2:04 pm and a quorum was established.

2.0 PUBLIC FORUM

No public forum.

3.0 AGENDA AMENDMENTS AND APPROVAL

M/S/C (Brandt/Cordell) (5/0) to approve the agenda as presented with the change of moving item H before F.

4.0 APPROVAL OF MARKETING MEETING MINUTES FROM JUNE 27, 2017

M/S/C (Brandt/Fajkos) (3/0/2–Sprague and Cordell abstained) to approve the meeting minutes from June 27, 2017.

5.0 UPDATE ON NLTRA/PLACER COUNTY CONTRACT AND SCOPE OF WORK – BRETT WILLIAMS

- Brett and Andy updated the committee on the additional 6 month scope of work that will be going for approval at the July Placer County Board of Supervisor meeting.
- The 6 month scope of work contract is something that was a result of the recent mediation between the NLTRA and Placer County.
- Andy shared with everyone that he will be overseeing the Marketing department and contracts with the Abbi Agency and Augustine until we have a new Tourism Director.

6.0 REVIEW OF 2017 AUTUMN FOOD AND WINE PROGRAM – AMBER BURKE

Amber gave a broad overview of the 2017 Autumn Food and Wine program taking place at Northstar the weekend of September 8 -10, 2017.

- Friday night there will be a series of events at The Ritz-Carlton including: Farm-to-Tahoe Dinner, Art of Mixology event at The Ritz Carlton, Stargazing with Tahoe Star Tours.
- Saturday is the day of seminars and the gourmet marketplace vendor fair in the village.
- Saturday: Mountain Kids Cook-Off Finals in the Village, Take a Hike! Progressive Picnic on the Northstar mountain, Village Wine & Brew Walk, Blazing Pans Mountain Chef Cook-Off, Tahoe Long Table Harvest Dinner, Charbay Distillery & Winery Annual Release Party
- Sunday is the Grand Tasting & Culinary Competition.

- The Ritz-Carlton is doing a brunch on Sunday morning.

Comments:

- How has attendance been? Amber explained it's been stagnant but they raised the ticket prices last year so the event made more money due to the raised prices. She also shared that the Brew & Wine Walk tickets will be raised this year. She would like to discuss a rebranding of this event with new creative, and find some unique seminars that set us apart from other Food and Wine Events.
- Is there a projected budget/attendance for this event? Amber shared Northstar cannot share the budget for this event but they will share attendance numbers.

7.0 REVIEW AND APPROVAL: AUTUMN FOOD AND WINE/NORTHSTAR CONTRACT – AMBER BURKE

Amber reviewed the contract with the committee members and stated Northstar does all the operational and handles the production of this event while NLTRA does the initial solicitation for the donated alcohol with the wineries. NLTRA also helps with the scheduling of seminars and sponsorship.

Comments:

- What other information does Northstar share with NLTRA beside attendance? Amber explained that Eventbrite share information on where people are coming from.
- Is it tracked where people stay? Amber stated that Eventbrite is not tracking this but it is possible to explore in the future in the form of a post event survey.
- One member questioned “Company will invoice NLTRA an additional amount, as mutually agreed to by the parties, for operational costs related to the Event, and NLTRA will pay the invoice within 30 days”. Amber explained that Eventbrite account is tied to NLTRA bank account because the alcohol is donated to us. Northstar will invoice us for the ticket sales after the event.
- It was suggested that the NLTRA has their legal counsel look at this contract too. Andy Chapman did explain they have in prior years.
- What happens if the event is canceled due to weather with ticket sales and sponsorship? Amber explained that on a broader scale regarding all sponsorship if an event is canceled beyond their control, the sponsorship dollars have already been spend on marketing the event so this money is not asked to be returned. As far as ticket sales, it would be Northstar loss as they resume all financial risk. There has been a no-refund verbiage when you buy your tickets online.
- What is the position on the Placer County Health regarding the tented booths? Amber will check in with Northstar but last year Northstar agreed to rent the front panels and in the event they had to be used all the vendors had them and were ready to use them if necessary.
- Amber shared that Northstar probably will be looking for more sponsorship dollars for this event in the future. It was recommended that NLTRA ask for more data from them and work that into the contract.

M/S/C (Brandt/Sprague) (8/0) to approve the Autumn Food and Wine Northstar contract upon legal review.

8.0 REVIEW AND DETAILED FY 2017/18 NLT MARKETING COOP BUDGET – ANDY CHAPMAN

Andy shared that the 2017/18 Marketing Coop Budget has \$2.3 million in coop funding which is the largest funding since it started in 2003. AI will be finishing up the 2016/17 Fiscal year budget beginning to mid-August and at that time the organization will know the carry-over funds. There will be a re-forecast at 6 and 9 months that will be shared with the committee. There were no questions from the committee members on the budget.

9.0 COMMITTEE MEMBER COMMENTS

- DeDe shared that the Placer County Visitors Bureau has selected a new CEO, Rebecca Evans and she will be starting on September 5, 2017.
- Terra requested an update on the Tahoe Lodge project. Ron shared it should be starting spring of 2018.

10.0 ADJOURNMENT

The Marketing Committee adjourned at 3 pm.

Submitted By:

Anna Atwood
Marketing Executive Assistant
North Lake Tahoe Chamber/CVB/Resort Association



PO Box 884 – Tahoe City, CA 96145 Ph. - (530) 581.8700 Fx. – (530) 581.1686

FINANCE COMMITTEE

Thursday, June 22, 2017 at 3:00 pm.

NLTRA Conference Room

PRELIMINARY MINUTES

COMMITTEE MEMBERS IN ATTENDANCE: Christy Beck, Mike Salmon via telephone, Ramona Cruz via telephone, Chad Fenstermacher via telephone.

COMMITTEE MEMBERS NOT PRESENT: Erin Casey, Dave Brown, and Eric Pilcher.

RESORT ASSOCIATION STAFF: Al Priestler, Sandy Evans Hall, Lauren Sully.

OTHERS IN ATTENDANCE: None

A. Call to Order – Establish Quorum:

- Christy Beck called the meeting to order at 3:04pm and a quorum was established.

B. Public Forum: None

C. Agenda Amendments and Approval. (MOTION)

M/S/C (Ramona Cruz/Mike Salmon/4-0-0)

D. Approval of Finance Committee Meeting Minutes for May 25, 2017. (MOTION)

M/S/C (Ramona Cruz/Mike Salmon or Chad/4-0-0)

E. REVIEW ACTION ITEMS:

- Discussion about commission revenue and commissions payable to Jason and Greg.
- Commission revenue is booked in the month in which the event concluded.
- Goal for the Finance Committee for fiscal year 17-18, to document the commission process.
- What does the contract say in regards to when payment is due, 30 days, 60 days?

Ramona Cruz left the meeting.

Action Item 4: QuickBooks A/R customer and A/P vendor reconciliation. [Ongoing]

- Discussion: Utilized the built in reconciliation features of QuickBooks for NLTRA and NLTMC for A/R. However, A/P discrepancies were mostly caused by using General Journal entries and will have to be corrected as we can. Ongoing process to get A/P and A/R discrepancies from 2011 and 2013 to zero balances. This action item will remain until that process is completed.
- 11/29/16 Meeting: Cleaning up QuickBooks – continuing to make adjustments.
- 12/22/16 Meeting: Continuous and most likely not be completed for numerous months. Balances in vendors and customers accounts that do not effect financials. This is a low priority and will be updated as we make progress.
- 03/30/17 Meeting: We may end up having to start a new set of books in QB at some point (fresh start) if we can't get these resolved. Ongoing, will stay ongoing.
- 04/27/17 Meeting: We may have to start new books as long as we can maintain 16/17 actuals to be able to provided year over year comparison.
- 05/25/17 Meeting: Still ongoing process.
- 06/22/17 Meeting: We were able to clear some vendors and customers zero balances in QuickBooks, but this is still an ongoing process. Previous bills and payments were entered as journal entries, which creates issues for removal.

Action Item 9: Al to confirm Administration allocation for 2016-2017.

- Discussion: Negotiations are ongoing with the County. Will not be going back to 15/16, address this and make changes.
- 11/29/16 Meeting: Ongoing as we negotiate the 17/18 Contract. Something to continue to talk about. Keep this item on here.
- 12/22/16 Meeting: Ongoing.
- 03/30/17 Meeting: Ongoing with Erin at the County. Ongoing - S/B resolved by next few meetings.

- 04/27/17 Meeting: Still ongoing, Erin is busy working with Sandy and will work this out.
- 05/25/17 Meeting: Still ongoing, working with the County and the contract.
- 06/22/17 Meeting: We now have a one-month contract for July, but this is ongoing until we have a final agreed upon contract.

Action Item 14: From 10/27/16 Finance Committee Meeting, Memo of Management's Position on Accounting Policies.

- 11/29/16 Meeting - Discussion: Still open. Trying to have that complete for packet going to the board so that it can be approved for part of our policies and procedures. Will present it at the December Finance Committee Meeting so it can be reviewed prior to taking it to the board in January.
- 12/22/16 Meeting: Due to it being a short month, push forward to next month. No pressing issues.
- 02/23/17 Meeting: Due to IT Consultant's deletion of QB files, deferred until recovery complete.
- 03/30/17 Meeting: Was on hold while recovering financials in QB. Ongoing.
- 04/27/17 Meeting: Thought we would be caught up by this meeting, did not have time. Will try and get this done by next meeting.
- 05/25/17 Meeting: Still open, we are closing the Marketing Coop audit soon and will have that finished as soon as that is done.
- 06/22/17 Meeting: We will update the commission procedures. We do have policies and procedures, they just need to be updated.

Action Item 20: December Financials to include a comparative balance sheet for current month (detail), last month (summarized) and last year's year-end audited balances.

- 03/30/17 Meeting: Lost our ability to get this report but will be able to produce for next meeting.
- 04/27/17 Meeting: We have comparative balance sheet for this year and last. AI has not been able to get to report writer since we lost data. Report writer you can combine reports and create custom reports. Templates need to be re-engineered. We can and will save these outside of QB going forward.
- 05/25/17 Meeting: We have it generated automatically in the system for current month. To get last month and year-end audited balances requires statement writer approach, which has not been started yet. Other reports have priority. This remains ongoing.
- 06/22/17 Meeting: 24:00 We have the various month detail for last year, but have not been able to do the template format that was being requested by Mike, hoping to have an opportunity to get this done if we extend the cutoff date for June 30. Remains open.

Action Item 21: Contract negotiation for 17/18 to address holding accounts for refunds and expenses from the prior year at a specified date.

- 03/30/17 Meeting: In process, ongoing.
- 04/27/17 Meeting: AI to follow-up with Erin.
- 05/25/17 Meeting: Still ongoing.
- 06/22/17 Meeting: Remains Open.

Action Item 23: Provide explanation of incongruity in commission revenue decreasing year over year while commission expense to employees increased year over year.

- 06/22/17 Meeting: Direct contacts impact this, where the lead comes from NLTRA but may not have been the first one. NLTRA pays commission expense but no revenue is generated. Discussion to be continued. Create action item for commission policy and procedures.

***Action Item:** Flushing out roles and goals for commission's policy and procedures.

F. Discussion and possible approval of May 2017 Financial Statements. (MOTION)

- A/R declined 55% YOY.
- Membership A/R declined 50% YOY, we have \$3,900 reserved in account 1201-02 (allowance for doubtful accounts)
- Membership Director, Natalie, has been working to address accounts over 120 days and working backwards. Of the \$9,590 that is over 120 days, has already collected \$2,400 and has commitments of people paying of \$5,700. Looking at a possible write-off of about \$600 from that category.
- Membership shows a loss for this month, last month there was a profit. This is because the amount owed to RSC for the Awards Dinner had to be negotiated, which did not conclude until the end of May. We should have accrued this.
- This does go against our retained earnings, which is at \$22,000, but would indicate that we expect a small profit for the month of July, which should take this down to about \$12,500 and if our collections continue the way they have been in the last 3 weeks, we may be able to make the decision that we over accrued bad debt expense for

FY 16-17 and bring that back into revenue for membership and reduce the operating loss for the year to around \$10,000.

- Currently under budget in total of \$315,369.00.
- Professional fees include staff accountant that was budgeted in Salaries and Wages.
- We have not finished the reforecast; JT's departure has delayed this.

Approval of May 2017 Financial Statements.

M/S/C (Mike Salmon/Christy Beck/3-0-0)

- Due to the loss of financials, we are behind on closing the books and will not have June financials in time for the June Finance Committee Meeting.
- We just did a PTO audit and found that Ron Treabess was due to have his PTO increased in FY 15-16, but it was never done. Which adds up to about 70 hours.
- We still have to reconcile health benefits from 15-16, the correct amount of withholding was not adjusted. We also need to make sure that 16-17 accruals were accurate.
- Lauren spent a significant amount of time reconciling our contracts between Augustine and The Abbi Agency. In the process of requiring the right documentation, Lauren discovered duplicate billings on different invoices from both agencies. This process saved us from over paying roughly \$15,000.
- June finance meeting will be pushed to the August Meeting.
- Agreed that draft financials would be fine until audit is completed.

G. Supplemental Information

- Staff Report
- May 2017 Dashboard Report

H. Approval of May 2017 CEO Expenses. (MOTION)

M/S/C (Christy Beck/Mike Salmon/3-0-0)

I. Committee Member Comments

- None.

J. Adjourn

- Finance Committee Meeting was adjourned at 4:06 pm.

Lake Tahoe Autumn Food & Wine Festival Contract Summary

Duration

- 3-Year Contract (2017 – 2019)
- Annual SOW Amendments: Will be finalized no later than 45 days prior to that year's event date.

Termination

- Each party may terminate for any reason upon 30 days written notice; provided that that the agreement may not be terminated for convenience after January 1 of each year.

Sponsorship Payment

- Due no later than August 1 of each year during the term
- \$30,000 for 2017 Event
- Amount may increase for the following years (2018 & 2019) upon mutual written agreement. To be negotiated during annual SOW amendments.

Scope of Work

- Very similar to the previous contract (minor changes to clarify roles)
- Received written confirmation from Northstar that the NLTRA will receive 25 Wine & Brew Walk tickets and 25 Grand Tasting tickets (same as previous years)

Notes

- Legal counsel reviewed the contract and gave the OK from a legal perspective.

EVENT AGREEMENT

This Event Agreement ("**Agreement**") is made on July 18, 2017 ("**Effective Date**") between Trimont Land Company ("**Company**") and North Lake Tahoe Resort Association, Inc., a California corporation ("**NLTRA**").

BACKGROUND

- A. Company operates Northstar® California Resort, located in Placer County, California ("**Resort**") and, among other things, conducts special events at the Resort.
- B. NLTRA owns and will retain the rights to the Autumn Food and Wine Festival (the "**Event**") and promotes the Event to the Lake Tahoe region.
- C. NLTRA desires to conduct the Event annually at the Resort during the Term, and Company desires to host the Event at the Resort during the Term.

AGREEMENT

The parties agree:

1. **TERM; RESPONSIBILITIES.** This Agreement starts on the Effective Date and will expire on September 30, 2019 (the "**Term**"). The Event will be conducted annually during the weekend after Labor Day weekend, or at another time as mutually agreed upon by the parties in writing. The rights and responsibilities of each party concerning each annual Event are further described on **Exhibit A**, which will be amended in writing by the parties annually no later than 45 days prior to that year's Event.
2. **ADVERTISING AND PROMOTION.** Each party has the right, at its own expense, to engage in any advertising or promotional activities with respect to the Event.
3. **CONSIDERATION AND PAYMENT.** No later than August 1 of each year during the Term, NLTRA will pay Company, without demand, the annual sponsorship fee as described on **Exhibit A** (the "**Sponsorship Fee**"), which amount may be increased each year upon mutual written agreement of the parties, such agreement not to unreasonably withheld. Each year, after the completion of the Event, Company will invoice NLTRA an additional amount, as mutually agreed to by the parties, for operational costs related to the Event, and NLTRA will pay the invoice within 30 days of receipt.
4. **TRADEMARKS.**
 - 4.1. Company's trademarks are the sole property of Company or its subsidiaries and affiliates and NLTRA does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in NLTRA's printed words or still or moving photographic images. NLTRA acknowledges that (i) all of the Company trademarks have great value and good will; and (ii) if NLTRA breaches this Section, injury to Company would be irreparable and injunctive relief to protect Company's interests would be appropriate, without limiting Company's other remedies allowed by law.
 - 4.2. Except as necessary to perform its obligations under this Agreement, NLTRA must not use any Company trademarks without obtaining prior written permission from Company. Any Company trademarks used by NLTRA must be accompanied by adequate notification of Company's ownership including proper usage of the ™ and/or the ® symbols, as appropriate.
 - 4.3. NLTRA's trademarks are the sole property of NLTRA or its subsidiaries and affiliates and Company does not have any right, title or interest in any of the trademarks, including reproduction of the trademarks in Company's printed words or still or moving photographic

images. Company acknowledges that (i) all of the NLTRA trademarks have great value and good will; and (ii) if Company breaches this Section, injury to NLTRA would be irreparable and injunctive relief to protect NLTRA's interests would be appropriate, without limiting NLTRA's other remedies allowed by law.

4.4. Except as necessary to perform its obligations under this Agreement, Company must not use any NLTRA trademarks without obtaining prior written permission from NLTRA. Any NLTRA trademarks used by Company must be accompanied by adequate notification of NLTRA's ownership including proper usage of the ™ and/or the ® symbols, as appropriate.

5. INDEMNIFICATION.

5.1. NLTRA will defend and indemnify Company, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "**Company Indemnified Party**") from all losses, damages or liabilities to the extent arising from the Event and NLTRA's negligent acts or omissions. NLTRA releases and will indemnify each Company Indemnified Party from liability for any injuries and losses to NLTRA or its employees, officers, directors, owners, affiliates, agents, assignees and Event vendors, and each of their successors-in-interest in any way arising from this Agreement unless arising from an Indemnified Party's gross negligence or willful misconduct.

5.2. Company will indemnify NLTRA, its employees, officers, directors, owners, affiliates, agents and assignees and each of their successors-in-interest (each, a "**NLTRA Indemnified Party**") from all injuries, losses and liabilities to the extent arising from Company's negligent acts or omissions.

5.3. Upon notice from an Indemnified Party claiming indemnity for a claim or threatened claim, the indemnifying party will assume defense of the claim and retain counsel reasonably satisfactory to the indemnified party. The indemnified party will cooperate as reasonably requested in the defense and any costs and expenses incurred by indemnified party will be reimbursed by the indemnifying party. The indemnified party may retain counsel and participate in any proceeding at its expense, unless a conflict of interest exists between the parties in which case at the indemnifying party's expense. The indemnifying party may not resolve the claim without the indemnified party's consent. If the indemnifying party does not assume defense of the claim, the indemnified party may retain counsel of its choice at the indemnifying party's expense and the indemnified party will have control over the defense and authority to resolve the claim. This Section will survive any termination or expiration of this Agreement.

6. LICENSES, APPROVALS AND PERMITS. NLTRA will obtain, at its own cost, any liquor licenses or permits that may be required to conduct the Event on the Resort premises. Company will secure any other permits required for the Event unless otherwise agreed to by the parties.

7. TERMINATION. Either party may terminate this Agreement for any reason upon 30 days written notice; provided, that this Agreement may not be terminated for convenience after January 1 of each year. In addition, either party may terminate this Agreement upon 30 days written notice to the other party if that party is in material breach of this Agreement (unless that party cures the breach within 30 days of receiving notice).

8. CANCELLATION FOR WEATHER. NLTRA acknowledges that inclement, extreme or unseasonable weather may make conducting the Event impractical or impossible and that unseasonable weather in the days or weeks preceding the Event, or during the Event, may make it impractical or impossible for Company to permit access to the Premises. NLTRA acknowledges that Company will have complete and sole discretion regarding whether or not to cancel or postpone the Event in case of inclement weather conditions. Company agrees to consult NLTRA prior to any cancellation decision.

9. GENERAL PROVISIONS.

9.1. Compliance with Law. In performing its obligations under the Agreement, each party will comply with all applicable laws, rules and regulations. In addition, NLTRA will comply with all Resort policies in effect at the time of the Event.

9.2. Authority. Each party warrants that (i) it has the authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

9.3. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.

9.4. Governing Law; Jurisdiction and Venue. This Agreement is governed by California law, without regard to conflicts of laws principles. Exclusive jurisdiction and venue for any legal action under this Agreement is the Placer County California District Court or the U.S. District Court for the District of Eastern California.

9.5. Jury Waiver. The parties waive their rights to trial by jury in any legal action under this Agreement.

9.6. Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

9.7. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable, that provision will be excluded to the extent of the invalidity or unenforceability, and all other provisions will remain in full force and effect. To the extent permitted, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

9.8. Attorneys' Fees. If a party substantially prevails in any legal action under this Agreement the non-substantially prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the substantially prevailing party.

9.9. Notices. All notices under this Agreement must be in writing and delivered to the notice address below: (i) by registered, express, or certified mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

If to Company:

Vail Resorts Management Company
Attention: Legal Dept., Box I-88
390 Interlocken Crescent
Broomfield, Colorado 80021
E-mail: legalnotices@vailresorts.com

With a copy to: Northstar California
P.O. Box 129
Truckee, CA 96161
Attention: General Manager

If to NLTRA: North Lake Tahoe Resort Association, Inc.
Attention: Amber Burke
PO Box 5459
100 North Lake Blvd.
Tahoe City, CA 96145
E-mail: Amber@gotahoenorth.com

9.10. Survival. The provisions of this Agreement that, by their nature, are intended to survive expiration or termination of this Agreement, including any indemnification or confidentiality obligations, will survive.

9.11. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

9.12. Further Assurances. If reasonably requested, each party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

9.13. Time of the Essence. Time is of the essence with regard to all dates and time periods in this Agreement.

9.14. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

9.15. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

9.16. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

9.17. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

9.18. Assignment; Successors. NLTRA may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

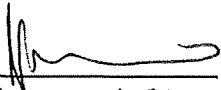
9.19. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

9.20. Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

[signature page follows]

The parties have executed this Agreement as of the Effective Date.

TRIMONT LAND COMPANY

By: 
Name: NADIA GUERRIERO
Title: VP / GENERAL MANAGER

**NORTH LAKE TAHOE RESORT
ASSOCIATION, INC.**

By: _____
Name: _____
Title: _____

EXHIBIT A
Event Description

Event Name: Lake Tahoe Autumn Food and Wine Festival

Dates: The Event takes place annually during the weekend following Labor Day weekend or at another time as mutually agreed upon by the parties in writing. The Event dates for 2017 are September 8–10, 2017.

Event Details:

Friday

TICKETED EVENT

Farm to Tahoe Dinner will take place at the Zephyr Lodge.

Saturday

Events and seminars will take place throughout the Village including Village center skating rink, plaza, and overlook, Gondola Way, grand archway breezeway, select Village restaurants, conference rooms, on-mountain and at the golf course:

FREE EVENTS INCLUDE:

- Cooking demonstrations unless alcohol is served
- Children's activities
- Gourmet Marketplace Trade Fair
- Live Music
- Entertainers, face painters, balloon artists
- Artisan Jewelry, Clothing, Accessories Show and Sale – as part of the Gourmet Marketplace Trade Fair

TICKETED EVENTS INCLUDE:

- Gourmet Marketplace Wine and Brew Walk
- Food, Wine and Cooking seminars where alcohol is served
- Hands on Cooking
- Blazing Pans Mountain Chef Cook Off
- Charbay Artisan Winery & Distillery Annual Release Party
- Other events as mutually determined by both parties

Sunday

TICKETED EVENT

The Grand Tasting and Culinary Competition will be held in the Village center skating rink, plaza and overlook, creating movement and activity. In addition to the Grand Tasting, the Marketplace, live or silent auction, and live music will be featured.

NLTRA and Company will mutually agree on the number of staff and media tickets to be provided to each party for the ticketed events.

ADDITIONAL RESPONSIBILITIES OF NLTRA

NLTRA will be responsible for the following:

- Event marketing and public relations
- Solicitation of sponsors (Company is not required to participate in sponsorship process)
- Assistance with finalizing Event programming and chef commitments
- Solicitation of wineries
- Temporary ABC license for Event site
- Winery communication and registration
- Allowing the use of all NLTRA-owned kitchen equipment during the Event
- Inventory in/out of kitchen equipment with joint sign-off on inventory and shortages, with Company's assistance
- Assistance with NLTRA-owned kitchen equipment transport to/from Northstar Village
- Obtaining auction items to be used on Sunday during the Grand Tasting
- Oversight and expertise for the Event
- Receiving and storage of all donated alcoholic beverages
- Assistance with choosing members of the judging committee

Sponsorship Fee for 2017 Event: \$30,000

ADDITIONAL RESPONSIBILITIES OF COMPANY

Company will provide the following:

- Event execution
- Solicitation of vendors and restaurants
- Event ticketing for Resort Events.
- Lodging to Event sponsors, presenters and judges
- Event budgets for marketing, advertising and public relations
- Provide vendor and restaurant communication and registration
- Assistance with winery communication and registration
- Event logistics, staffing and operations directly related to execution of the Event at the Resort, including:
 - All food and beverage
 - Seminar services
 - Signage
 - Event staffing
 - Vendor registration and storage
 - Sound system(s)
 - All rental equipment
 - Power
 - Participant check-in
 - Live Music
 - Kitchen equipment transport and on-site storage
- Event venue site (Friday, Saturday & Sunday events)
- Event security
- List "Presented by the North Lake Tahoe Association" on all advertising and signage
- Return or replace all NLTRA-owned kitchen equipment used for Event
- A guaranteed donation of \$5,000 to a mutually agreed-upon non-profit organization
- Complete accounting to NLTRA of all invoices for services and accounts payable related to the Event.
- Truck transportation and load-in/load-out staffing at the Truckee Airport and the Village at Northstar storage.

- Inventory in/out of kitchen equipment with joint sign-off on inventory and shortages, with NLTRA's assistance
- Obtain fire and health department permits required for the Event



MEMORANDUM

Date: 9/1/17

TO: NLTRA Board of Directors

FROM: Cindy Gustafson, CEO

RE: Mountain Housing Council

A number of local public and private organizations have formed and funded the Mountain Housing Council including Placer County, Town of Truckee, Nevada County, other public agencies and private corporations. (See attached article and list of partners and collaborative agreement.)

Action requested: Authorization to sign the collaborative agreement and designation of NLTRA representative and alternate.



DRAFT Collaborative Agreement

Date: _____

Organization Name: _____

Primary Representative (Name and Title): _____

Alternate (Name and Title): _____

Participation:

- Community Partner
- Funding Partner

Background: Mountain Housing Council of Tahoe Truckee (Council) is a collaborative effort working to identify priorities and create an innovative and accelerated portfolio of solutions to regional housing issues. The Council operates, geographically in eastern Nevada and Placer Counties and the Town of Truckee.

I. About the Collaborative Agreement

Purpose: The purpose of this Collaborative Agreement (Agreement) is to outline how this diverse body of committed stakeholders will work together to achieve results.

Authority: This Agreement is not intended to, and does not, impose any legally binding requirements on the individuals or entities that participate in the process. Members recognize and respect that each participant is first bound to their organization and within their organization's constraints bring what resources they can to the Council's effort. Signatories do not assume liability for any other member's actions, obligations, or liabilities or any third party claims that arise out of this initiative. **The Council is built upon a good**



faith effort.

Expiration: This Collaborative Agreement is effective for a three-year period or for the duration of Council activities from the date of the signature on page 7.

II. Roles + Responsibilities

1. Project + Financial Manager + Convener

Tahoe Truckee Community Foundation (TTCF) will serve in the role of Project Manager, Administrator and Convener for the Mountain Housing Council, including providing the following services:

- Convene stakeholder groups
- Garner funding
- Sponsor meetings
- Address technical study needs
- Provide staff support to manage the Council activities

As Project Manager and Convener, TTCF will manage funds contributed by the Funding Partners. An administrative fee of 10% will be allocated from the Council budget by TTCF for overhead and fund management.

An annual budget will be developed by TTCF and approved by the Board of Directors of TTCF. All Council activities will be categorized as a program of TTCF with TTCF acting as the fiscal manager. Funding will drive the work of the Council with the capacity to include additional support for TTCF managed items such as project facilitation, coordination, communications, and administrative responsibilities.

In addition, TTCF will:

- Provide Council oversight in regards to funds and collaborative activity;
- Report to Funding Partners including providing financial reports on a bi-annual basis.



2. Stakeholder Groups

There are four stakeholder groups that serve to move the Council and housing solutions forward through various committees and work groups.

The following is an outline of how each of these stakeholder groups participate in the work of the Council.

a. Council Community Partners

Nonprofit and social service partners are essential Council participants. The primary role in participation is to ensure inclusive community involvement. As representatives of unique missions and constituents, we look to these partners to share the work of the Council formally and informally to ensure that a range of community voices and needs are heard.

Roles:

1. Outreach and promotion
2. Focus group facilitation
3. Data collection and storytelling
4. Participation in the Think Tank, Tiger Teams, and Ad Hoc groups
5. Other TBD

Community Partner Membership:

Membership of the Community Partners represents non-profits, associations and networks that have mission alignment and constituencies associated with regional housing goals. Membership in the Community Partners group is by invitation.

b. Council Funding Partners

The Funding Partners represent local agencies, special districts, and corporations who have committed funding to the Mountain Housing Council. The primary role of the Funding Partners includes moving policy issues and aligning regulatory activities for Council goals.

Funding Partner Membership:

Membership is based on an invitation, Board endorsement and funding along with access to other resources such as:



1. Land: Own land for possible Mountain Housing Council efforts
2. Policy: Manage policies around housing that can be shaped in a way to accelerate housing solutions
3. Constituents: Have a large constituency that needs housing or can advance goals of the Council

To view a full list of Council Partners to date, go to www.mountainhousingcouncil.org

c. Collaborative Partners/ Deal Makers Network

" Collaborative Partners/ Deal Makers Network

" are private investors, developers, landholders and property managers who come together to advance and create large-scale housing solutions for the Tahoe Truckee region.

Roles:

1. Lend expertise
2. Help vet concepts and projects
3. Help identify capital sources
4. Network and connect to advance the mutual mission of accelerating regional housing solutions aligned with the housing targets set by the Council
5. Identify barriers to unlocking regional housing solutions
6. Other TBD

Collaborators Network:

Participation in the Network does not necessarily imply Council Membership. This group will be convened separate from Council meetings and participation will be more fluid based on projects and needs. The work of the Deal Makers will directly inform the Council who will be called upon to help think through the barriers and opportunities identified in this forum.

d. The Public

The (residents of Eastern Placer, Nevada County, Northern El Dorado and the Town of Truckee North Tahoe Truckee represent the myriad of community members in our region including but not only individuals,



families, employers, employees, neighbors, and friends.

1. Inform the work of the Mountain Housing Council based on the realities faced by our community members as it relates to housing
2. Promote and amplify the importance of a regional collaboration to focus leadership efforts in accelerating solutions for housing
3. Attend and participate in the public aspects of the Mountain Housing Council

3. Staffing Roles

Project Director/Lead Facilitator:

In cooperation with TTCF staff the Project Director/Lead Facilitator will design stakeholder meetings and guide the overall process toward achieving its mutually agreed-upon purpose and goals. The Lead Facilitator will be contracted by TTCF.

Coordinator:

The Coordinator organizes and tracks the meetings and activities of the Council.

III. Code of Conduct

All participants in the Mountain Housing Council, across all stakeholder groups and meetings agree to the follow Code of Conduct that outlines a set of behaviors and standards that we believe will result in a successful initiative. As a general practice in civil discourse, the Council will abide by the guidelines from "Speak Your Peace."

Speak Your Peace:

- Pay attention. Be aware and attend to the people and the world around you.



- Listen. Genuinely focus on others as they speak so that you may better understand their perspectives.
 - Be Inclusive. Welcome all points of view, every individual, and all groups of citizens working for the greater good.
 - Don't Gossip. And do not accept when others do. Speaking with consideration and kindness is at the heart of civil behavior.
 - Show Respect. Honor other people and their opinions, especially in the midst of disagreement.
 - Be Agreeable. Two ingredients for being agreeable in conversation: 1. The ability to consider that you might be wrong. 2. The ability to admit that you don't know.
 - Apologize. Be sincere and repair damaged relationships.
 - Give *constructive* criticism. Be sure that your intention is to help, not to humiliate or attack someone personally.
 - Take responsibility. Don't shift responsibility or blame others.
-

Meeting Agreements:

1. Show up and bring your best ideas and innovation with you to every meeting
2. Be prepared for each meeting by reviewing documents and meeting material distributed prior
3. Treat others in the Council with respect and expect to be treated with respect
4. Voice opinions and concerns openly in the Council meetings and listen openly to opinions of others
5. Assist in and advocate for achievement of the collaborative goals of the Council
6. Work collaboratively towards resolution of Council issues; strive for consensus
7. Share experience and expertise as a means of advancing the Council's common interests
8. Serve as an ambassador for the Council and share progress of the work with base and staff



Decision-Making Agreements:

Teams, Committees, Work Groups will strive to make decisions through a consensus model, facilitated and documented by the Lead Facilitator or a member of the Facilitation Team.

1. The definition of consensus spans the range of: strong support to "I can live with it." Any of these statements by a Council member constitutes consensus.
2. Many of our Council representatives cannot act independently on behalf of the agencies and organizations that they represent. Therefore, voting will be a consensus tool that will be used on a very limited basis from time-to-time with intention around preparation of information, education and timing. When the Council uses a vote to determine a course of action, the meeting notes will reflect the voting detail of those who approved, opposed and abstained.

Communication Agreements:

1. TTCF will manage internal and external communications for the Council. Council members will coordinate with TTCF on communications about the effort to maintain consistent messaging and impact
2. Council members will share information and results of the work to their constituency base with support from TTCF

IV. Miscellaneous

No provision of this agreement is intended to confer any benefit upon any third party, and no third party shall have the right to enforce any provision of this Agreement.

Each signatory agrees that it shall not use any other signatory, Council member or TTCF's name, or any logo or insignia of such person or entity, or otherwise identify such person or entity in any form of publicity or disclosure without the prior written permission of the person or entity, which permission may be given or withheld in the person or entity's sole discretion.



This Agreement, and any dispute between the parties arising out of this agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules.

Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between any of the signatories and TTCF.

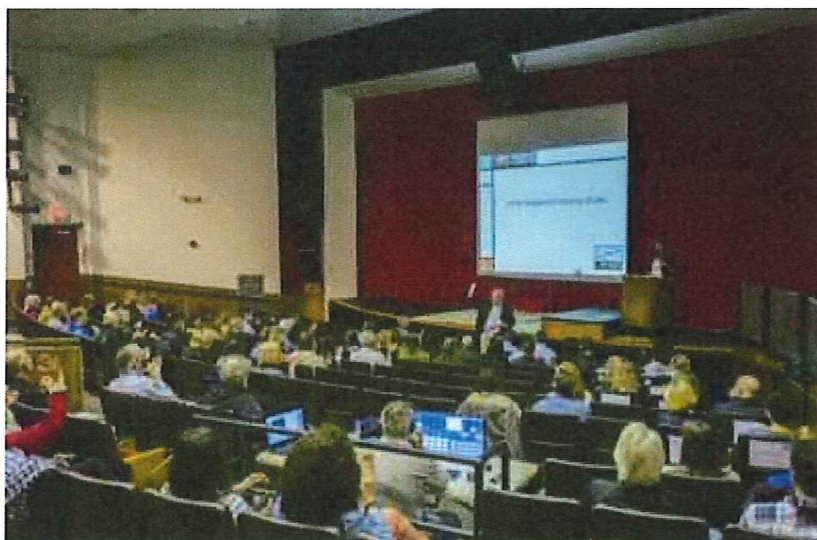
V. Signature of Collaborative Agreement

I agree to follow the Collaborative Agreement as outlined above.

Signature: _____

Date: _____

Mountain Housing Council of Tahoe Truckee Kicks Off



The Mountain Housing Council of Tahoe Truckee (MHC) kicked off their commitment to accelerating regional housing solutions on April 29th. Tahoe Truckee Community Foundation (TTCF) hosted the community housing event to celebrate the work to-date and kick-off the next phase of collaborative action.

The event was well attending by the community with many more people tuning in through Tahoe Truckee Community Television's livestream. The April 29th gathering started with with three local leaders sharing personal stories of community members struggling with housing in the North Tahoe – Truckee region. After firmly rooting the audience in the everyday realities of our local families and workforce, Stacy Caldwell, TTCF CEO, took the stage to present highlights of the findings of the [2016 Regional Housing Study](#) conducted by Bay Area Economics (BAE). The Study brought to light the hard data of North Tahoe – Truckee's housing issues that affect not only low-income residents, but all of us from employers, first responders, teachers, and second homeowners. From there, the screen lit up with one of the premiere episodes of the storytelling film series *Housing for the People* produced by Elevate Tahoe, a partnership between Moonshine Ink, TTCF, and SBS Media House. View the videos as they are released throughout May [here](#).

Stacy Caldwell shared the recommendations that came out of the Housing Study which included establishing a regional housing agenda and a housing entity. Since the Study was released last August, local leaders have been coalescing under TTCF's leadership to follow through on these recommendations and form the Mountain Housing Council.

As of the April 29th event, thirteen local organizations have committed their time and resources to participating in the MHC and accelerating housing solutions for the people of North Tahoe – Truckee. Representatives from ten of these organizations took to the stage to publicly state their commitments, a moment that was undoubtedly a milestone in our region's willingness to tackle this crisis together.

“Based upon the positive momentum and support that created the Housing Council I am convinced it will result in real housing opportunities for our local residents,” said Tony Lashbrook, Town of Truckee Town Manager.

The event ended with a Solutions Slam. Audience members stepped up to the mic and shared their ideas for creative housing solutions. All ideas were recorded and will be brought to the first MHC session. The event ended as all Saturday morning events should, with a buzz of excitement and plenty of time to get out into the spring sunshine.

Partners

Following are the committed partners of the Mountain Housing Council of Tahoe Truckee as of May 2017. Each has stepped up to address the problem and find solutions for housing in the region.

All Council partners have agreed to and signed the Mountain Housing Council Collaborative Agreement document. To review the MHC Collaborative Agreement, [click here](#).

FUNDING PARTNERS

Nevada County
Placer County
Squaw Valley | Alpine Meadows
Squaw Valley Public Service District
Tahoe City Public Utility District
Tahoe Donner Association
Tahoe Forest Hospital District
Tahoe Regional Planning Agency
Tahoe Truckee Unified School District
Town of Truckee
Truckee Donner Public Utility District
Truckee Tahoe Airport District
Vail Resorts

COMMUNITY PARTNERS

Community Collaborative of Truckee Tahoe
Contractors Association of Truckee Tahoe
Family Resource Center of Truckee
Mountain Area Preservation
North Lake Tahoe Resort Association
North Tahoe Family Resource Center
North Tahoe Public Utility District
Truckee Chamber of Commerce
Tahoe Prosperity Center
Tahoe Sierra Board of Realtors
Tahoe Truckee Community Foundation



Date: September 1, 2017

TO: Board of Directors

FROM: Al Priester, Director of Finance and Human Resources

RE: Discussion and Possible Approval of Resolution Adding and Removing Signers on NLTRA and NLTMC Bank Accounts

With the departure of John Thompson and Sandy Hall Evans and the arrival of Cindy Gustafson, resolutions to add and remove signers are required by Bank of the West and Plumas Bank. Included in the packet for the September 6, 2017 NLTRA BOD meeting are affirmative statements from the Secretary of the Board in the format required by Bank of the West and Plumas Bank.

Staff recommends that the board approve these resolution and that the Secretary affirm such to Bank of the West and Plumas Bank.



north lake tahoe

Chamber | CVB | Resort Association

WHEREAS, the Board of Directors has determined it to be in the best interest of the Corporation to remove terminated employees and add newly hired employees as signers for checking and credit card accounts through a banking resolution with The Bank of the West, be it:

RESOLVED, that the Corporation execute and deliver to said bank a duly signed original of the completed banking resolution as is annexed thereto, and that the authority and or removal of authority to transact business, including but not limited to the maintenance of savings, checking, credit card and other accounts of the Corporation, shall be as contained in said resolution with the named officers therein authorized to so act on behalf of the Corporation as specified hereto.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of North Lake Tahoe Resort Association, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of North Lake Tahoe Resort Association, Inc. and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 6, 2017, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 6th day of September, 2017.

Brett Williams
Secretary of North Lake Tahoe Resort Association, Inc.



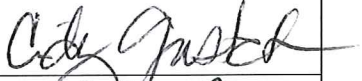


North Lake Tahoe Resort Association, Inc.

As the undersigned corporate secretary, I hereby certify the following:

The complete and correct name of the Corporation is North Lake Tahoe Resort Association, Inc. The Corporation is duly organized, validly existing and in good standing under the laws of the State of California.

Resolution Adopted. At a meeting of the Directors of the Corporation, duly called and held on September 6, 2017 at which a quorum was present and voting, the resolutions set forth in the Resolution were adopted.

Officers. The following named person(s) are board approved authorized signers for North Lake Tahoe Resort Association, Inc.

Name	Title	Authorization	Signature
Cindy Gustafson	CEO/Executive Director	Yes	
Al Priester	Finance & Human Resources Director	Yes	
Ron Treabess	Director of Planning & Partnerships	Yes	

Authorized Actions. Any one of the authorized persons listed above may open or close any checking or savings account with Bank of the West and sign any agreements necessary thereto and these agreements will bind the corporation.

The following named person(s) are no longer authorized signers for North Lake Tahoe Resort Association, Inc. and are to be removed from any and all signature cards with Bank of the West.

Name	Title	Authorization	Signature
Sandy Evans Hall	Former CEO/Executive Director	No	
John Thompson	Former Tourism Director	No	

On behalf of the Corporation, I certify that all statements and representations made herein are true and correct.

Brett Williams, Secretary

September 6, 2017
Date



north lake tahoe

Chamber | CVB | Resort Association

WHEREAS, the Board of Directors has determined it to be in the best interest of the Corporation to remove terminated employees and add newly hired employees as signers for checking and credit card accounts through a banking resolution with Plumas Bank, be it:

RESOLVED, that the Corporation execute and deliver to said bank a duly signed original of the completed banking resolution as is annexed thereto, and that the authority and or removal of authority to transact business, including but not limited to the maintenance of savings, checking, credit card and other accounts of the Corporation, shall be as contained in said resolution with the named officers therein authorized to so act on behalf of the Corporation as specified hereto.

The undersigned hereby certifies that he/she is the duly elected and qualified Secretary and the custodian of the books and records and seal of North Lake Tahoe Resort Association, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of North Lake Tahoe Resort Association, Inc. and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on September 6, 2017, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 6th day of September, 2017.

Brett Williams
Secretary of North Lake Tahoe Resort Association, Inc.



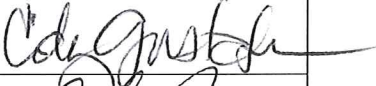
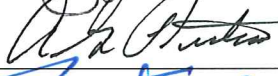

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Officers. The following named person(s) are board approved authorized signers for North Lake Tahoe Resort Association, Inc.

Name	Title	Authorization	Signature
Cindy Gustafson	CEO/Executive Director	Yes	
Al Priester	Finance & Human Resources Director	Yes	
Ron Treabess	Director of Planning & Partnerships	Yes	

Authorized Actions. Any one of the authorized persons listed above may open or close any checking or savings account with Plumas Bank and sign any agreements necessary thereto and these agreements will bind the corporation.

The following named person(s) are no longer authorized signers for North Lake Tahoe Resort Association, Inc. and are to be removed from any and all signature cards with Bank of the West.

Name	Title	Authorization	Signature
Sandy Evans Hall	Former CEO/Executive Director	No	
John Thompson	Former Tourism Director	No	

On behalf of the Corporation, I certify that all statements and representations made herein are true and correct.

Brett Williams, Secretary

September 6, 2017
Date

AMENDMENT #1

Contract with Andrew Chapman for Professional Consulting Services, Strategic Planning and Operational Oversight for the North Lake Tahoe Resort Association CEO/Tourism Director Transition

A. Term of Agreement – the term of this agreement is modified to extend through October 6, 2017, unless extended by both parties.

All other terms and conditions remain in effect.

SIGNATURES

North Lake Tahoe Resort Association

Andrew Chapman

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

North Lake Tahoe Resort Association
Cindy Gustafson, CEO
PO Box 5459
Tahoe City, CA 96145

Andrew Chapman
1012 Forest Mountain Road
South Lake Tahoe, CA 96150

PROPOSAL

North Lake Tahoe Resort Association

Strategic Facilitation

**Submitted by:
Shift Communications & Consulting**

Sept. 1, 2017

Contact:
Lauren OBrien, Principal

PO Box 2176
Truckee, CA 96160

Email: lauren@shiftsierra.com

I. Proposal Overview

Thank you for inviting Shift Communications & Consulting to submit this proposal. Below please find a summary scope of work for strategic facilitation services recommended to support the future direction of North Lake Tahoe Resort Association (NLTRA).

II. Goals

- Effectively facilitate one half-day strategic visioning retreat with Board and Staff
- Engage the Board in defining the long-term vision of NLTRA
- Identify the necessary steps to achieve 3-5 yr. vision

III. Scope of Services

To achieve the goals listed above, Shift will approach the scope of work in the following manner:

Part I – Workshop Preparation

- Interview 2 - 4 board members
- Interview 2 - 3 partners
- Review NLTRA background information
- Assist CEO with strategic framework presentation & goals for the day
- Design a strategic planning session
- Preparation and planning required for meeting

Part II – Facilitation of Half-day Planning Session

- Provide facilitation services from 9:00 am -1:00 pm on a date TBD
- Create a welcoming, collaborative environment
- Effectively communicate to the participants the process and goals of the day
- Lead group through a collaborative strategic planning process
- Record input - NLTRA staff will take input and weave into a planning document

Part III – Close

- Shift will check in with Executive Director within one week of planning session to clarify final recommendations and determine next steps.

IV. Budget

Phase1: Workshop Preparation	Budget
<ul style="list-style-type: none"> • Schedule & Interview 2-4 board members • Schedule & Interview 2-3 partners • Review NLTRA background data • Assist CEO with Powerpoint slides • Design detailed agenda & process • Communications/prep with client 	\$1,750
Phases 2 & 3: Facilitation of Strategic Session & Close with CEO	
<ul style="list-style-type: none"> • Gather and prepare meeting materials • Facilitate strategic planning retreat • Follow up/close with CEO 	\$1,750
Total Estimated Budget	\$3,500

Shift will bill at an hourly rate of \$160/hr. for the services outlined above.

IV. Payment Terms

Shift will provide an invoice to NLTRA at the conclusion of the planning session. Payment terms are net 15 days.

V. Initiation of Contract

We are very pleased to work with you as you vision into the future. To initiate the contract for the above scope of work, please sign the attached signature sheet and we will begin work immediately.

AUTHORIZATION SIGNATURES

Lauren OBrien
Principal
Shift Communications & Consulting

Cindy Gustafson
CEO
NLTRA



Date: September 1, 2017

TO: Board of Directors

FROM: Al Priester, Director of Finance and Human Resources

RE: Discussion and Possible Approval of amendments to the current Employee Handbook.

Two changes to the current Employee Handbook are being proposed (see supporting excerpts attached).

The first change concerns adopting additional holidays to better conform to the holiday schedule followed by the County. For the last two years, employees of NLTRA have repeatedly asked why our holiday schedule does not conform to the Placer County holiday schedule. Their position has been that as an entity whose majority source of revenue is provided by the county, and whose efforts are closely monitored and graded by the county, they should have similar benefits. The requested additional holidays are 5 National holidays, but do not include the County Christmas holiday week or their floating holiday.

The second change relates to conforming to the Affordable Care Act.

Staff recommends that the board approve these Employee Handbook changes for the reasons stated above.

**ARTICLES
EMPLOYEE
BENEFITS**

5.1 Holidays

Full-time year-round employees (FTYR) receive ~~seven-twelve~~ (712) paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Holiday (the Friday after Thanksgiving), and Christmas Day. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, NLTRA may close on another day or grant compensating time off instead of closing. Holiday observance will be announced in advance.

5.6 Insurance

NLTRA offers a comprehensive medical insurance plan to full-time year-round employees after ~~three-two~~ (32) months of employment as a (FTYR) employee. If an employee changes from full-time to part-time status, medical insurance benefits will be terminated. To reinstate medical benefits, the employee must complete ~~ninety-sixty~~ (9060) days of full-time employment as outlined in **Article 2.1b**. All employees are required to contribute to the cost of premiums for themselves and optional dependents in amounts determined by NLTRA. Details about medical insurance coverage and rates are available in a separate publication distributed by the CFO NLTRA reserves the right to modify or change the medical insurance plan at its discretion.