

**Board of Directors:**

**Chair:** Adam Wilson, Northstar California | **Vice Chair:** Sue Rae Irelan, Placer County Appointee  
**Treasurer:** Dan Tester, Squaw Valley Business Assoc. | **Secretary:** Ray Villaman, Northstar Business Assoc.  
**Past Chair:** Samir Tuma, Tahoe City Lodge  
**Mike DeGross,** Palisades Tahoe | **Kevin Mitchell,** Homewood Mountain Resort  
Resort at Squaw Creek | **Colin Perry,** Ritz-Carlton, Lake Tahoe  
**Jill Schott,** Tahoe Moon Properties | **Stephanie Hoffman,** Tahoe Luxury Properties  
**Jim Phelan,** Tahoe City Marina | **Tom Turner,** Tahoe Restaurant Collection  
**Dave Wilderotter,** Tahoe Dave's | **Melissa Siig,** TCDA | **Alyssa Reilly,** NTBA  
**Advisory members:** Stephanie Holloway, Placer County Executive Office | Jeff Cowen, TRPA

**Instruction for Public Participation:**

Members of the public may attend the Zoom teleconference by telephone, computer or mobile device or in-person. To participate via Zoom, join the meeting from the link: <https://bit.ly/3UR7aY0>

as authorized by AB 361.

Pre-registration is required, and members of the public will be admitted into the meeting as an attendee, with audio and video controls disabled. If you wish to make a public comment, use the "Raise Hand" feature in Zoom or \*9 on your telephone. You will be called upon and unmuted when it is your turn to provide comment. Comments must be 3 minutes or less and limited to one comment per item.

**8:30 a.m.** 1. Call to Order – Establish Quorum

**Page:1**

2. Approval of Resolution 2022.10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD OCT 5, 2022 TO NOV 4, 2022 PURSUANT TO BROWN ACT PROVISIONS. **[ACTION]**

**8:32 a.m.** 3. 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.

**8:35 a.m.** 4. Agenda Amendments and Approval **[ACTION]**

**8:40 a.m.** 5. 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.

**Page:4**

A. NLTRA Board Meeting Minutes from Aug 3, 2022 [Link to preliminary online document](#)

**Page:8**

B. IT Services Agreement - Tahoe Tech Group

**Page: 20**

**Page: 22**

**Page:28**

- C. Growing People and Companies (gpac) Services Agreement- Candidate search firm
- D. ER Casey & Associates Consulting Agreement - TBID/TOT Grant process development and housing gap analysis and recommendations
- E. Elevation Law Services Agreement - one time contract legal consult
- F. The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at [www.nltra.org](http://www.nltra.org)
  - Finance Committee Meeting Sept 29,, 2022
  - Tourism Development Committee Sept 27, 2022
  - In-Market Tourism Development Committee Sept 27, 2022

**8:45 a.m.**

**Page:33**

- 6. Action Item:
  - A. Review of NLTRA organization renaming process and approval of final name recommendation - Tony Karwowski/Matthew Landkamer

**10:05 a.m.**

**Page: 41**

**Page:49**

- 7. Informational Updates/Verbal Reports:
  - A. TBID/TOT grant cycle process development update and action plan presentation Tony Karwowski/Erin Casey
  - B. Tahoe Basin Area Plan Economic Sustainability and Housing Amendments Presentation - Placer County Staff - Stacy Wydra & Emily Setzer
  - C. TCDA Annual Report - Katie Biggers
  - D. NTBA Annual Report - Alyssa Reilly

**Page:82**

**Page:99**

**10:50 a.m.**

- 8. Reports/Back up – The following reports are provided on a monthly or periodic basis by staff and can be pulled for discussion by any Board member.
  - A. Destimetrics Report, Aug 2022
  - B. Conference Revenue Statistics Report, Aug 2022
  - C. Tourism Development Report on Activities, Aug 2022
  - D. Reno Tahoe Airport Report, Aug 2022
  - E. Visitor Information Center Report, Aug 2022

**10:51 a.m.**

- 9. CEO and Staff Updates

**10:53 a.m.**

- 10. Directors Comments

**10:55 a.m.**

- 11. Meeting Review and Staff Direction

**10:57 a.m.**

- 12. Closed Session

**11:00 a.m.**

- 13. Adjournment

*This meeting is wheelchair accessible*

*Posted online at [nltra.org](http://nltra.org)*



# north lake tahoe

Chamber | CVB | Resort Association

## MEMORANDUM

Date: 10/05/2022

TO: NLTRA Board of Directors

FROM: Tony Karwowski, CEO

RE: Resolution Proclaiming a Local Emergency and Authorizing Remote Teleconference Meeting

---

### **Action(s) Requested:**

North Lake Tahoe Resort Association (NLTRA) board approval of Resolution No. 2022.10 as **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD OCTOBER 5, 2022 TO NOVEMBER 4, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

### **Background:**

The NLTRA Board of Directors has been conducting virtual Board of Directors meetings since April 1, 2020 under the provisions of the Governor of California's Executive Order N-29-20 in response to the COVID -19 pandemic. That order expired on September 30, 2021. On September 16, 2021, the Governor signed into law AB 361 which amends the Brown Act to allow continued flexibility for conducting public meetings. A subsequent Executive Order N-15-21 gave AB361 an application date of October 1, 2021. The provisions of AB 361 regarding remote meetings can only be used in the event there is a Governor issued state of emergency that is active under the California Emergency Services Act that impacts our area. The Governor's state of emergency enacted on March 4, 2020 remains in effect.

Under AB 361 the board is required to vote and adopt a resolution finding that meeting in person during the state of emergency would pose imminent risk to the health and safety of attendees. That resolution is attached. This resolution would need to be renewed every 30 days should the board desire to hold another meeting under the modified remote meeting rules.

### **Fiscal Impact:**

None.

### **Attachments:**

Resolution 2022.10

**RESOLUTION NO. 2022.10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD OCTOBER 5, 2022 TO NOVEMBER 4, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the North Lake Tahoe Resort Association ("NLTRA") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the NLTRA's legislative bodies organized and meeting for purposes of the North Lake Tahoe Tourism & Business Improvement District ("NLTTBID") are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the NLTRA's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the NLTRA's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the NLTRA, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

WHEREAS, the Board of Directors does hereby find that the increase in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the NLTRA that are likely to be beyond the control of services, personnel, equipment, and facilities of the NLTRA, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of North Lake Tahoe Resort Association organized and meeting for purposes of the NLTTBID shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and



WHEREAS, the NLTRA enacted virtual meeting protocols on April 01, 2020, which include options for public participation.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the NLTRA, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the NLTRA that are likely to be beyond the control of services, personnel, equipment, and facilities of the NLTRA.
3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Board of Directors of the North Lake Tahoe Resort Association are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 30, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Tahoe City Public Utility NLTRA may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the North Lake Tahoe Resort Association Tahoe this 1st day of June 2022 by the following vote:

**NORTH LAKE TAHOE RESORT ASSOCIATION**

BY:

ATTEST:

\_\_\_\_\_  
Adam Wilson, Chair

\_\_\_\_\_  
Dan Tester, NLTRA Secretary



north lake tahoe

Chamber | CVB | Resort Association

**BOARD OF DIRECTORS MEETING**  
Date: Wednesday, September 7, 2022  
Location: Tahoe City PUD  
221 Fairview Dr., Tahoe City, CA

## Board of Directors – Draft Meeting Minutes – September 7, 2022

---

### Board of Directors

**Vice Chair: Sue Rae Irelan**, Placer County Appointee

**Treasurer: Dan Tester**, Squaw Valley Business Assoc. | **Secretary: Ray Villaman**, Northstar Business Assoc.

**Past Chair: Samir Tuma**, Tahoe City Lodge

**Adam Wilson**, Northstar California | **Mike DeGross**, Palisades Tahoe | **Kevin Mitchell**, Homewood Mountain Resort

**David Lockard**, Resort at Squaw Creek | **Colin Perry**, Ritz-Carlton, Lake Tahoe

**Jill Schott**, Tahoe Moon Properties | **Stephanie Hoffman**, Tahoe Luxury Properties

**Jim Phelan**, Tahoe City Marina | **Tom Turner**, Tahoe Restaurant Collection

**Dave Wilderotter**, Tahoe Dave's | **Melissa Siig**, TCDA | **Alyssa Reilly**, NTBA

**Advisory members: Stephanie Holloway**, Placer County Executive Office | **Jeff Cowen**, TRPA

### 1. Call to Order at 8:34 AM – Establish Quorum

#### Board members in attendance (in person or electronically)

Sue Rae Irelan, Dave Wilderotter, Dan Tester, Adam Wilson, Kevin Mitchell, Melissa Siig, Ray Villaman, Mike DeGross, Stephanie Hoffman, Colin Perry, and Jim Phelan. A quorum was established. Samir Tuma arrived at 8:49 AM. Tom Turner arrived at 9:00 AM.

Advisory members Jeff Cowen and Stephanie Holloway were also present.

#### Board members absent

Jill Schott

#### Staff Members in attendance

Tony Karwowski, Anna Atwood, Francois Cazalot, and Kimberly Brown

#### Others in attendance

Included Emily Setzer, Paul Breckenridge, Denise Springsteel, and Vincent Hawkins. There may have been others attending electronically who did not introduce themselves.

### 2. Approval of Resolution 2022.09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NORTH LAKE TAHOE RESORT ASSOCIATION PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM'S ORDER DATED MARCH 4, 2020 AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE NORTH LAKE TAHOE RESORT ASSOCIATION FOR THE PERIOD SEPT 7, 2022 TO OCTOBER 6, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

**Motion to adopt Resolution 2022.09. MITCHELL/TESTER/Motion carried unanimously by Roll Call vote.**

### 3. Public Forum

Karwowski introduced the new staff at NLTRA: Francois Cazalot, Kirstin Guinn, and Kimberly Brown

### 4. Agenda Amendments and Approval [ACTION]

**Motion to approve today's agenda as presented and take items out of order if needed.**

**TESTER/WILDEROTTER/Motion carried unanimously by Roll Call vote.**

**5. 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.**

A. NLTRA Board Meeting Minutes from Aug 3, 2022 [Link to preliminary online document](#)

B. Review and Approval of CEO's Expense Report for June & July

C. NLTRA Financial Statements, July 2022

D. NTBA Lighting project agreement

E. The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at [www.nltra.org](http://www.nltra.org)

- Finance Committee Meeting Aug 31, 2022
- Tourism Development Committee Aug 30, 2022 (no meeting in June & July)
- In-Market Tourism Development Committee May 24, 2022

**Motion to approve the items on the Consent Calendar as presented. PHELAN/MITCHELL/Motion carried unanimously by Roll Call vote.**

## **6. Action Items**

### **A. Request for recommendation of returned TOT funds to for Dollar Creek Crossing housing project - Placer County Staff**

Stephanie Holloway provided an update on the Dollar Creek Crossing project, which consists of rental apartments, for-sale housing, and community space.

Emily Setzer explained how the project fits in with the County's strategic initiatives related to housing. She provided detail on affordable housing definitions and how this project is designed to address the "missing middle."

Paul Breckenridge spoke to specifics of the project, noting consultant studies regarding feasibility, land capability and coverage, transportation and traffic flows, and neighborhood impacts. He discussed the components in detail and funding options.

The County will be requesting \$602,743 from TOT for predevelopment activities. There could be reimbursements available and the net impact to TOT is anticipated to be \$147,549. The Board of Supervisors will be asked to approve an Exclusive Right to Negotiate Agreement related to activities and deliverables.

Holloway explained the various funding mechanisms specific to the east side of the County and how they are allocated to Tahoe services, Housing & Transportation, and Capital & Infrastructure. There is approximately \$1.48 million in unspent contract funds, which are now covered by TBID dollars. Today's funding request would come from that "bucket."

Discussion followed as the presentation was clarified, including sources of funding, timing of the project, the needs to be flexible given changing local market needs and income, and what is considered "affordable" in this area.

**Motion to recommend the Placer County Board of Supervisors allocate \$602,743 from TOT for predevelopment activities associated with the Dollar Creek Crossing Housing Project, anticipating reimbursement of \$455,194 for a net impact of \$147,549. Reimbursed funds will be allocated to the same bucket the funds are drawn from and can be used for this project or similar projects, at the discretion of the NLTRA Board. TUMA/IRELAN/Carried with Turner abstaining.**

### **B. Review and Approval of minor corrections in Bylaws – Tony**

Karwowski reviewed minor corrections made to the Bylaws. The revised document is in today's meeting packet and was sent to the voting membership.

**Motion to approve the Bylaw corrections as presented. WILDEROTTER/SIIG/UNANIMOUS**

**C. Review of NLTRA renaming process and approval of final recommendation - Tony/Coraggio**

Matthew Landkamer from Coraggio Group reviewed the methodology and outreach leading to the four recommendations for the new name: North Tahoe Stewardship Council, North Tahoe Advocacy Council, North Tahoe Community Alliance, and Advocate North Tahoe.

Discussion followed as the process was clarified, other names considered, how the name will be used, and options that can convey the appropriate message. It was noted Go Tahoe North will remain the consumer facing moniker. Many options were considered, but consensus was not reached. The most favored name was North Tahoe Community Alliance.

Karwowski will continue to work with Landkamer and this item will be on the next agenda for possible action.

**7. Informational Updates/Verbal Reports:**

**A. Results of membership vote to increase TOT Committee seats from 5-7 to 11-13 – Tony**

Karwowski reported a quorum of votes was received; 853 members voted in favor of amending the Bylaws and 141 voted against. The amendment passed.

**B. Update on Grant Process timeline, intake and review – Tony**

Karwowski, along with the consultant and the Ad Hoc Committee, are recommending a process to streamline the intake, review, and granting process. A common application would be received twice a year and staff will assign it to the appropriate funding committee for review and recommendation. The procedure is designed to make the process more efficient for the applicant and the Committees.

Karwowski showed an 11-month graph indicating the timeline from the call for applications to approval, noting who does what and when.

**C. Staffing introductions and update**

Karwowski explained the revisions he is making in job descriptions and titles to more clearly reflect the NLTRA staffing positions. Discussion followed as the recommendations were clarified.

**8. Reports/Back up – The following reports are provided on a monthly or periodic basis by staff and can be pulled for**

**discussion by any Board member.**

**A. Destimetrics Report, July 2022**

**B. Conference Revenue Statistics Report, July 2022**

**C. Tourism Development Report on Activities, July 2022**

**D. Reno Tahoe Airport Report, July 2022**

**E. Visitor Information Center Report, July 2022**

**F. North Lake Tahoe Marketing Coop Financial Statements, July 2022**

**G. Membership Accounts Receivable Report July 2022**

**H. Financial Key Metrics Report July 2022**

**I. Fall Marketing Campaign 2022**

The reports were in today's meeting packet. There were no questions or comments.

**9. CEO and Staff Updates**

Karwowski noted the recent end-of-summer celebrations and drone shows hosted by TCDA and NTBA. A survey will be sent to gauge community response. Tuma noted the Tahoe City show seemed shorter and

featured fewer drones than King Beach. Karwowski said those details will be part of the de-brief. In response to a question, Karwowski said NLTRA contributed \$50,000 to each show.

**10. Directors Comments**

There were no additional comments.

**11. Meeting Review and Staff Direction**

Karwowski noted the meetings he will be scheduling.

**12. Closed Session**

Closed Session was not convened.

**13. Adjournment**

There being no further business to come before the Board, the meeting adjourned at 11:27 AM.

Respectfully submitted,

Judy Friedman

Recording Secretary

THE PAPER TRAIL SECRETARIAL & BUSINESS SOLUTIONS

# Tahoe Tech Group, LLC

## Service Agreement

This agreement focuses specifically on handling the day-to-day IT infrastructure support for North Lake Tahoe Resort Association.

### 1. PARTIES

Tahoe Tech Group, LLC for good and valid consideration agrees with North Lake Tahoe Resort Association, (hereinafter called "Customer") to furnish certain technology-related services as provided in this Agreement.

### 2. INTRODUCTION

WHEREAS, Tahoe Tech Group, LLC is in the business of managing computer and software systems.

WHEREAS, Customer desires that Tahoe Tech Group, LLC manage and support, for the particular use of the Customer, certain hardware, and software programs to be used by the Customer and supplied to Customer from sources other than Tahoe Tech Group, LLC

NOW, THEREFORE, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree to as follows:

### 3. DEFINITIONS

- a. The term "Technology System" as used in this Agreement refers to the hardware and Supported Software used, owned, licensed, or sub-licensed by Customer, now or in the future, including, without limitation, the following: computing devices, computers, monitors, computer hardware, computer software, servers, firewalls, sonic walls, printers, fax machines, copiers, VPNs/remote access, Telephony System, modems, routers, WI-Fi systems, and associated or related components that may be part of or added to the system.
- b. The term "Supported Software" as used in this Agreement refers to software owned used, owned, licensed, or sub-licensed by Customer in its Technology System, now or in the future, including, without limitation.
- c. The term "computing device" refers to any computer or similar system (e.g., cell phones, tablets) that connects to, or interacts with the Technology System.
- d. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees.
- e. The term "Service Agreement" is defined as Total Information Technology Solution. Under the Total Information Technology Solution, TTG will be managing all of Customer's Technology System from a remote location with on-site scheduled support and emergency support available on demand based on a flat monthly rate as set forth in this Agreement.
- f. The term "rate factor" is defined as a multiplier in US dollars used in Exhibit B to calculate the flat rate of the monthly payment for Service Agreement services.
- g. Telephony System is defined as the customer's telephone switch (PBX), telephone sets, and other telephony devices which allow for analog and digital voice communication.
- h. ERP is defined as Enterprise Resource Planning. An ERP solution is a technology tool which can maintain inventory, track assets, manage human resource functions etc. It is basically a high-end accounting system with modular functionality that can be added depending on the type of business it is serving.
- i. CRM is defined as Customer Relationship Management. A CRM solution is a technology tool which helps organizations manage their customers and provide better service and response time.
- j. CBT is defined as Computer Based Training. – This allows Customer's personnel to be trained at their own pace through programs installed on the Customer's Technology System on location.
- k. VPN is defined as Virtual Private Network – This allows a user to connect to the main Technology System via a remote PC and temporarily join this Technology System as a member thus giving this remote PC access to services in the Technology System.
- l. The term "3<sup>rd</sup> Party Support Providers" is defined as companies or entities that Customer is currently



## Tahoe Tech Group, LLC

- In Agreement with or will Agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support.
- m. The term "other monthly support items" is defined as items that are normally supported by other 3rd Party Support Providers such as ERP, CRM, and Telephony systems that are not part of the Technology System. If Customer desires, Tahoe Tech Group, LLC will additionally support these items in the same manner that it supports the Technology System. Fees are determined on a case-by-case basis.
  - n. The term "Uptime" is defined as the amount of time the Technology System is functioning properly.
  - o. The term "Field Medic Level Training" is defined as basic training on standard office software to get the employee to a relatively proficient state of productivity.
  - p. Liaison -- contact person between Tahoe Tech Group, LLC, and Customer. Responsibilities include:
    - Call Tahoe Tech Group, LLC for technical support.
    - Other miscellaneous functions related to helping the Customer improve its' efficiency concerning computer systems.)

### 4. PAYMENT

- a) Initial Optimization Fee. There is a one-time setup fee to convert customer to Service Agreement compliancy. This includes deployment of anti-virus protection and computer tune-ups. See Exhibit B for details.
- b) Set Monthly Fee. Payments shall be made based on a set monthly fee as described in Exhibit B. Invoices shall be processed and emailed on the 1st of each month by Tahoe Tech Group, LLC. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer.
- c) Optional services along with related fees are described in Exhibit A. These services may be purchased at the reduced rates shown in Exhibit A and will be billed bi-monthly as the optional services are performed. To charge for the optional services, TTG must provide a written estimate and obtain written authorization from Liaison for any optional services in excess of \$500 in any thirty (30) day period, or else Customer shall have no obligation to pay for said services. The written authorization from Liaison shall authorize TTG to proceed with the optional service and TTG must also obtain Liaison's written approval to materially (more than two hours) exceed the amount of the written estimate. TTG must timely bill for all optional services as they are performed and no more than forty-five (45) days may pass between the date of service and the date Customer's receipt of an invoice for the service; otherwise, TTG shall forever waive the right to charge for the services not timely invoiced.
- d) Hard Goods. Hard goods may be purchased by Customer from Tahoe Tech Group, LLC or directly by customer. Payment on all hard goods is due before the goods are ordered if purchased by Tahoe Tech Group, LLC.
- e) Mileage. There is NO CHARGE for mileage to and from Tahoe Tech Group, LLC and Customer at any of its locations or stations. This is built into the set monthly fee.
- f) Travel Time. This is NO CHARGE for travel time to and from Tahoe Tech Group, LLC and Customer at any of its locations or stations. This is built into the set monthly fee.
- g) Interest. All payments are due within thirty (30) days after receipt of an invoice.
- h) CLI. Cost of Living Increase. On each anniversary date of this Agreement during the term hereof or any extension, monthly cost shall be increased by (4%) percent of the existing monthly cost

### 5. TECHNOLOGY SYSTEM MANAGEMENT

The parties recognize that operating the Technology System requires regular supervision, maintenance, upgrades, training, and research. Customer therefore authorizes TTG to be responsible for the regular supervision, maintenance, upgrade, training, backup and research for the Technology System. Customer understands that following the advice and instructions of Tahoe Tech Group, LLC regarding the Technology System is necessary to maintain its' integrity. Tahoe Tech Group, LLC does not have authority to make purchases of hardware or software for Customer unless approved by the Customer Liaison in writing in advance.





Tahoe Tech Group, LLC agrees to provide a team of engineers and the CIO function (Section 9(a)), whose function will be to proactively manage, maintain, secure, backup and repair the Technology System. Backups will be performed in a commercially-reasonable manner and interval, with one backup per day to the onsite server and at least one backup every twenty-four hours to an offsite cloud server. This team will manage this Technology System in such a way that there will be engineers proactively visiting customer on a regular basis. In addition, Customer will have regularly scheduled technology planning meetings with the CIO. TTG agrees to undertake commercially

## Tahoe Tech Group, LLC

reasonable efforts in satisfying its responsibilities under this Section 5.

### 6. RESPONSE TIMES AND SERVICE LEVEL AGREEMENT

Tahoe Tech Group, LLC wishes to keep Customer's Technology System in peak performance. Therefore, Tahoe Tech Group, LLC will guarantee that at least 90% of the time it will be able to respond to customer problem tickets in the following manner:

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 <b>Critical</b>	Your Main Server is offline, and all users are unable to work.	4 Hours
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 <b>High</b>	Your Internet Connection is offline, users can still work locally	6 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
<b>Medium</b>	A user's desktop won't turn on so they can't work	8 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 <b>Low</b>	Printing is slower than normal	12 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
 <b>No Priority</b>	Pro-Active maintenance of systems	N/A
	Add / Edit / Delete User Requests	
	New Computer or Software Installation	

Note: These resolution times assume that replacement equipment is either on hand at customer's site or can be ordered and received such that labor can be performed to meet the SLA.

Note: Resolution times cannot be guaranteed. We (and client) are using other vendor's applications and they do not offer resolution times and thus, we cannot either.

The Response Time Guarantee does not apply to:

- Additions, moves or changes to users, devices, configurations, or network
- Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- Issues lodged outside Our Business Hours
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us

## Tahoe Tech Group, LLC

- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for Issues related to user-initiated Virus and Malware Infections
- Service Requests for Issues Involving the sourcing of hardware/software
- Service Requests for Hardware and Software Issues of Items that are not under current warranty or maintenance coverage

### 7. CUSTOMER COOPERATION

Customer shall provide reasonable access to its' premises and hardware installations to enable Tahoe Tech Group, LLC the opportunity to maintain the Technology System. Customer also agrees to assign an employee to be Liaison or contact person to Tahoe Tech Group, LLC to make communications between both parties effective.

The assigned TTG Liaison will be: Francois Cazalot and whomever you designate. Customer may change, add or amend the Liaison with notice to TTG

### 8. CONFIDENTIALITY

- a. Tahoe Tech Group, LLC agrees to keep in confidence and not disclose to others the internal structure of Customer or its' non-public data, including, without limitation, Customer's financial, technical, or call information, protected health information from call or related to Customer's personnel, data, billing, research, client files, personnel information, or any other information contained within or accessible through the Technology System or accessible in Customer's offices (collectively, "Customer's Confidential Information").
- b. Customer agrees to limit access to the Technology System to those employees or consultants who require such access to use the Technology System in furtherance of the Customer's business.
- c. Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.
- d. In the event of a breach of this Section 8, the parties agree that the non-breaching party will suffer irreparable harm and injury for which money damages will be an inadequate remedy. Therefore, upon a breach of this Section 8, the non-breaching party will be entitled to obtain, in addition to other available remedies at law or equity, injunctive relief.

### 9. SERVICES PROVIDED

Tahoe Tech Group, LLC prides itself on being able to offer the absolute highest standards of service available in the industry. With a Service Agreement, Tahoe Tech Group, LLC becomes a literal Partner with Customer. Tahoe Tech Group, LLC strives to make Customer so much more efficient that the net operating expense of Customer will decrease far further than the costs of Tahoe Tech Group, LLC's Service Agreement service. Following is a list of services provided - all included in the monthly flat-rate fee:

- a) Chief Information Officer
  - 1) Your Tahoe Tech Group, LLC CIO will seamlessly become a member of your staff when needed to advise, recommend, and direct the I.T. issues your agency faces.
  - 2) You may e-mail our Chief Information Officers to ask their advice regarding your "Technology System". Periodic on-site meeting with the CIO are included in the Service Agreement Plan.
  - 3) At your request, our CIO's can physically meet with, or have a teleconference-meeting with your management or outside vendors to determine the best way to handle technical decisions (i.e. Corporate Usage Policy, Employee Training, Accounting Systems, CRM Applications, Bar-coding systems, Telephone Service Providers, Telephone Systems, etc.)
- b) Needs Assessment and Inventory Services
  - 1) The first order of business is to make a thorough inventory of all computer and computer-

## **Tahoe Tech Group, LLC**

related equipment and all software owned by Customer, whether it is currently being used or not.

- 2) After that, Tahoe Tech Group, LLC will get a good understanding of exactly what Customer does and who within Customer is responsible for each function. Tahoe Tech Group, LLC is adept at learning internal business processes and determining what needs to be done to improve efficiency and reduce costs.
  - 3) Finally, Tahoe Tech Group, LLC will assess what Customer has, intends to procure, and what they are trying to accomplish. From this assessment Tahoe Tech Group, LLC will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.
- c) **Research and Screening Services**
- 1) Tahoe Tech Group, LLC is constantly researching new and better ways for businesses to do business and secure its Technology System. Tahoe Tech Group, LLC will share its research with Customer so that Customer may make informed decisions to improve its success and security.
  - 2) In addition to Tahoe Tech Group, LLC's continual research, Customer may request that Tahoe

## Tahoe Tech Group, LLC

Tech Group, LLC research a particular facet of a technology solution such as a new device, or software application. Tahoe Tech Group, LLC will research this new technology and report by to Customer with its findings.

- 3) Generally, after making such findings, Customer will wish to interact with providers and resellers of such technology. Tahoe Tech Group, LLC will help Customer by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with Customer then Tahoe Tech Group, LLC can arrange such a meeting and attend as well. After the meeting Tahoe Tech Group, LLC is available to debrief with Customer and to give its opinion of the technology and service to be provided. From here Customer can make more informed decisions.
- d) Design and Planning Services
- 1) If Customer does not have a Technology System, is planning a major upgrade to the existing Technology System, renovate or remodel an existing facility or build a new facility Tahoe Tech Group, LLC will plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off-site resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.
  - 2) If Customer already has an existing Technology System, Tahoe Tech Group, LLC will determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources.
  - 3) Planning also includes Server Room layout if available, backup procedures, disaster recovery measures, security measures, anti-virus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.
  - 4) Tahoe Tech Group, LLC will help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions etc.
- e) Installation and Upgrade Services
- 1) If there is an installation or major upgrade to the Technology System and the design and layout has been planned and approved by Customer, Tahoe Tech Group, LLC will at the Customer's convenience perform the installations and upgrades.
  - 2) In some cases, it may be better judgment by Customer to have a third party install or upgrade a piece of the Technology System. However, Tahoe Tech Group, LLC will be available to oversee and literally watch the third party install or upgrade its piece. After which time Tahoe Tech Group, LLC will generate a report to the Customer on behalf of the Customer to explain the success and/or failure of the operation. Tahoe Tech Group, LLC can help the third party from making mistakes and damaging the Technology System and thus encourages this practice heavily.
- f) Remote Help Desk Services
- 4) Tahoe Tech Group, LLC provides full time system engineers on staff who have visited the Customer's site(s) and know their Technology System well. These engineers are available by telephone and electronic messaging during normal business hours to answer questions from Customer's employee base.
  - 5) In addition to traditional support, Tahoe Tech Group, LLC will setup the ability to connect to the employee's system and remotely help/train the employee with their current task.
  - 6) Tahoe Tech Group, LLC reserves the right to notify Customer's management team that a particular employee may need professional training in the event that the employee is not capable of doing what they have been hired to do using technology. These recommendations are usually wonderful for both management and the employee because it solves the problem for management and gives the employee a morale boost about their career.
- g) On Site Support Services

## Tahoe Tech Group, LLC

- 1) Tahoe Tech Group, LLC will assume the responsibilities of making the Technology System as efficient as fiscally possible by the Customer. Customer receives a technical support electronic address to use to send requests for support to Tahoe Tech Group, LLC. Tahoe Tech Group, LLC will respond as fast as possible to support Customer.
  - 2) A Tahoe Tech Group, LLC engineer will visit all of the Customer sites and stations on a scheduled basis. The engineer will be engaged in management meetings, planning sessions, and will perform routine maintenance. In addition, the engineer will perform a walk through to make sure that each knowledge worker who uses the Technology System is able to work efficiently. If there are problems, they will assess the degree and either perform an onsite fix, have a Remote Support Engineer contact the employee as soon as possible or take measures to resolve the problem themselves by bringing in extra support etc.
  - 3) Disaster Recovery measures will also be performed by the engineer.
- i) Technology System Monitoring Services
- 1) Tahoe Tech Group, LLC will monitor the Technology System for such problems as Virus Infection, Internal and external security breaches, low system resources, improper employee usage, system failures etc.
  - 2) Tahoe Tech Group, LLC will help Customer management by discreetly supervising employee's use of the Internet and other services that are connected to the Technology System.
  - 3) If the Technology System falls, is breached or is infected Tahoe Tech Group, LLC will dispatch support elements to try to repair, clean, or shutdown the problem.
  - 4) Tahoe Tech Group, LLC monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, Tahoe Tech Group, LLC will make recommendations to Customer.
- i) Training Services
- 1) Tahoe Tech Group, LLC will provide "Field Medic Level" training to Customer's employees and officers on the Industry standard software and hardware that Customer employs in its Technology System.
  - 2) Tahoe Tech Group, LLC will train the computer liaison for Customer how to perform their basic duties such as changing printer toner etc.
  - 3) Tahoe Tech Group, LLC will train the employee staff of Customer to have a better understanding of Customer's Technology System acceptable usage policy.
  - 4) Tahoe Tech Group, LLC will train Customer's employee staff how to better cope with newer technologies that are being inserted into the Technology System.
- j) Backup Services
- 1) Monitor Server and Computer Backups
  - 2) Troubleshoot Server and Computer Backup Failures
  - 3) Monitor Office365 Backups
  - 4) Troubleshoot Office365 Backup Failures
  - 5) Manual Test Restore & Report of All Approved Backups

### 10. LABOR FOR MAINTENANCE SERVICES

Tahoe Tech Group, LLC agrees to provide labor for maintenance services to attempt to correct any error reported by Customer and determined by Tahoe Tech Group, LLC, in its' sole discretion, to be in the Technology System for the term of this Agreement. Issues are to escalate to the Tahoe Tech Group IT team as opposed to the North Lake Tahoe Resort Association. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Customer.

### 11. WARRANTIES AND DISCLAIMERS

Tahoe Tech Group, LLC MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS' OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES



## Tahoe Tech Group, LLC

PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.

### 12. INDEMNIFICATION

Tahoe Tech Group, LLC will defend, indemnify, and hold harmless Customer, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Tahoe Tech Group, LLC, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Tahoe Tech Group, LLC, or any person or persons under Tahoe Tech Group, LLC's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Tahoe Tech Group, LLC, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Tahoe Tech Group, LLC, or any person or persons under Tahoe Tech Group, LLC's direction and control. Customer agrees to provide Tahoe Tech Group, LLC with prompt notice of any such claim or action and to permit Tahoe Tech Group, LLC to defend any claim or action, and that Customer will cooperate fully in such defense. Customer retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

### 13. LIMITATION OF LIABILITY AND REMEDIES

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 14. DEFAULTS AND TERMINATION

#### A. Events of Default

1. Tahoe Tech Group, LLC shall be in default under this Agreement if any of the following occur:
  - (a) Tahoe Tech Group, LLC becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Tahoe Tech Group, LLC.
  - (b) Tahoe Tech Group, LLC is the subject of a petition or involuntary bankruptcy, and such petition is not removed within ninety (90) days.
  - (c) Tahoe Tech Group, LLC fails to materially perform or comply with the terms and conditions of this Agreement.
2. Customer shall be in default under this Agreement if any of the following occurs:
  - (a) Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered.
  - (b) Customer fails to materially perform or comply with the terms and conditions of the Agreement.

B. The initial term of this Agreement will be for month-to-month following the execution date of this Agreement. This Agreement shall renew for additional one-month periods unless either party gives written notice of non-renewal in the fifteenth (15th) day of the month.

C. Termination of Notice. The party not in default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default. Upon termination, the terminating party shall

## Tahoe Tech Group, LLC

have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.

### 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

### 16. ASSIGNMENTS

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

### 17. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### 18. FORCE MAJEURE

Tahoe Tech Group, LLC shall not be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of Tahoe Tech Group, LLC. TTG is aware of COVID-19 and COVID-19 is not currently a force majeure event with TTG designated as an essential business. TTG shall give timely notice to Customer of any force majeure event resulting from COVID-19 and shall continue to make diligent best efforts to perform under the Agreement despite any force majeure event arising from COVID-19.

### 19. MODIFICATIONS

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of Tahoe Tech Group, LLC and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, to avoid uncertainty, ambiguity and misunderstandings in their relationships, Tahoe Tech Group, LLC and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and Tahoe Tech Group, LLC and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

### 20. NOTICES

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the address of such party stated below or such other address as a party may provide to the other party in writing:

Tahoe Tech Group, LLC | 770 Mays Blvd, #4267, Incline Village, NV 89451

North Lake Tahoe Resort Association | 100 North Lake Blvd, Tahoe City, CA 96145

### 21. VENUES AND JURISDICTION

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in Placer County, CA (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient forum.

## Tahoe Tech Group, LLC

### 22. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same original.

### 23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to Tahoe Tech Group, LLC by Customer pursuant to the terms of any previous or other existing agreements between Tahoe Tech Group, LLC and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

### 24. ATTORNEYS' FEES

The prevailing party in any suit or action to enforce or interpret this Agreement shall be entitled to an award of its attorneys' fees and costs, including experts' fees and costs.

### 25. CAPTIONS AND HEADINGS

The captions and headings are inserted in this Agreement for convenience only, and in no event, be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

### 26. INDEPENDENT CONTRACTOR

TTG is an independent contractor of Customer and is not an employee, partner, or joint venture of Customer. TTG shall be solely responsible to pay all taxes arising out of this Agreement as an independent contractor and shall be responsible to pay and insure all of its employees.

### 27. INSURANCE

During the Term of this Agreement and for one year thereafter, TTG, at its sole cost and expense, shall maintain adequate levels of appropriate and legally required insurance in commercially reasonable amounts, and shall provide evidence of such insurance upon reasonable request by Customer. At a minimum, TTG shall maintain: (i) workers' compensation coverage sufficient to meet the statutory requirements of every state in which its personnel are primarily located, (ii) commercial general liability insurance, including broad form property damage coverage, with limits of at least \$1 million per occurrence and \$2 million annual aggregate, and (iii) Errors and Omissions insurance (including cyber liability and breach notification insurance coverage) in the amount of \$2 million per claim, with an aggregate limit of \$2 million. Customer shall be named as an additional insured on the CGL and Errors and Omissions insurance, and TTG shall provide written evidence of such insurance to Customer upon request.

### 28. EXECUTION

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this agreement starting the date this agreement is signed by Customer.

CUSTOMER:

Tahoe Tech Group, LLC

Signature: 

Signature: 

Name: TONY KARWOWSKI

Name: CAROL KOZLANC

Date: 9/26/2022

Date: 9/22/22

# Tahoe Tech Group, LLC

## EXHIBIT B

### Initial fee calculation

- |  |              |
|--|--------------|
| 1. Year 2022 rate factor for determining Service Agreement compliance setup: | \$175 / each |
| 2. Enter the number of customer computing devices used in technology system: | N/A          |
| 3. Multiply the LINE 1 with LINE 2 and record the results here:              | \$WAIVED     |

### SERVICE AGREEMENT Monthly fee

Total Monthly Cost for Core Plan for (9) users: \$2,250/month. Additional users will be billed at \$250/month. At each annual renewal, the Total Monthly Cost for the Core Plan is to be increased by 4%.

Customer agrees to pay \$2,250 monthly. This exhibit is averaging the total number of users over the course of the year and can be amended for higher / lower user count monthly.

## Tahoe Tech Group, LLC

### EXHIBIT A

#### OPTIONAL SERVICE RATES:

Normal Tahoe Tech Group, LLC hourly labor performed beyond the normal duties of the Service Agreement Plan as stated above have a rate of \$200/hr. Furthermore, there is a two-hour minimum per visit.

Examples of work done beyond normal duties include work performed at facilities other than existing locations, be it new sites or home offices owned / used by Customer. Work supporting new technology not yet included in this Agreement. Work performed on weekends and holidays.

As a Service Agreement partner, you will enjoy Tahoe Tech Group, LLC's discount rate of \$175.00/hr. The expectation is that the vast majority of services will be included in the covered services. But, an example of an optional service is the addition of additional hardware or software to the Technology System, but excluding the addition of a new computer for a new employee. The addition of an employee will affect the monthly fee as set forth on Exhibit B.

Optional services shall be subject to all terms and conditions of the Agreement, including Section 4(c) concerning timely and complete billing, TTG estimates, and Customer written pre-approval.

## CONTINGENCY SEARCH AGREEMENT

**gpac, LLC ("gpac")** is hereby authorized to present Candidates to North Lake Tahoe Resort Association ("Client") as follows:

If Client or its affiliate enters a Service Relationship with Candidate within one year of the most recent communication between **gpac** and Client relating to Candidate, Client will pay to **gpac** a service fee equal to 25.0% of Candidate's First Year's Compensation. As Candidates are Referred in confidence, Client shall pay the same service fee if anyone to whom Client Refers Candidate enters a Service Relationship with Candidate within one year of the most recent communication between **gpac** and Client relating to Candidate.

**gpac's** service fee will be invoiced when Client and Candidate agree to enter a Service Relationship, and the total service fee is due on the date Candidate begins the Service Relationship. **gpac's** guarantee is valid only if **gpac** receives payment of the full service fee within fifteen (15) days of the date the Service Relationship begins. If Client fails to pay the full service fee by the date required, Client waives all remedies and guarantees related to Candidate. Accounts not paid within fifteen (15) days of the invoice due date are subject to a 1.5% monthly finance charge.

If the Service Relationship between Client and Candidate is terminated for any reason before the 30<sup>th</sup> calendar day after Candidate's start date, **gpac** will make reasonable efforts to replace Candidate provided Client gives **gpac** written notice of the termination and reasons within five (5) days after termination and Client has timely paid **gpac's** fee. This guarantee is not applicable if: Client terminates the Service Relationship without good cause; Client eliminates the position; Candidate resigns or is otherwise terminated due to a change in job responsibilities, layoff, merger, acquisition, decrease in compensation, or insufficient work for Candidate. **gpac** will not replace any replacement Candidate. This guarantee is provided as Client's sole remedy if Client is dissatisfied with Candidate or **gpac's** services.

Client will solely determine whether Candidate has the requisite experience and qualifications for Client's needs, and that information provided by Candidate and other sources, directly or through **gpac**, is accurate. **gpac** shall have no liability arising out of or relating to: Client's Service Relationship with Candidate; **gpac's** Referral of Candidate, services under this agreement, or inclusion or exclusion of information about Candidate; or the performance, acts, or omissions of Candidate. Client will defend, indemnify, and hold harmless **gpac** from any and all claims, losses, or damages, together with all costs and attorney's fees relating thereto, arising out of or relating to the Service Relationship or performance, acts, or omissions of Candidate.

If litigation or collection activities commence and **gpac** prevails, Client agrees to pay all expenses thereof, including **gpac's** reasonable contingent or non-contingent attorney's fees. Client consents to the exclusive jurisdiction of the courts of the State of South Dakota and agrees that South Dakota laws shall govern the parties' relationship and this agreement, without regard to South Dakota's choice-of-law provisions.

The following definitions are applicable to this agreement: "Candidate" means a person Referred to Client by **gpac**, directly or indirectly, or anyone Referred to Client by Candidate prior to Candidate's hire date with Client. "Refer," "Referred" or "Referral" means the disclosure by **gpac** of the identity of Candidate by any means, orally or in writing. "Service Relationship" means engagement of the services of Candidate in any position or capacity, including as an employee, independent contractor, consultant, or other representative, including through any entity in which Candidate has an ownership or other interest. "First Year's Compensation" means a reasonable estimate of all compensation expected to be earned by Candidate or paid for Candidate's services during the first year of the Service Relationship, including wages, salary, draw, fees, commissions, bonuses, and other incentives and payments; it is to be determined at the time when the Service Relationship is to begin and would not be increased or decreased thereafter, even if the Service Relationship lasts less than one year.

**gpac** does not discriminate in the acceptance or Referral of Candidates on the basis of race, age, color, sex (including pregnancy), religion, national origin, disability, sexual orientation, gender identity, marital status, military status, genetic information, or any other legally protected status.

The undersigned agree to all provisions contained in this agreement, including the indefinite and perpetual term of this agreement. The individuals signing on behalf of the parties represent that they are authorized and have the legal capacity execute this agreement.

**gpac, LLC**

By: 

Jason Lawrenson

Date: 09 / 27 / 2022

North Lake Tahoe Resort Association

By: 

Tony Karwowski

Date: 09 / 27 / 2022



<b>TITLE</b>	North Lake Tahoe Resort Association service agreement with...
<b>FILE NAME</b>	Standard Fee Agre...ny percentage.pdf
<b>DOCUMENT ID</b>	3309c749f4ce28e3e1fc97c7ef4a0adf8b5073d4
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

Document History



**09 / 27 / 2022**  
10:37:38 UTC-5

Sent for signature to Tony Karwowski (tony@gotahoenorth.com) and Jason Lawrenson (jason.lawrenson@gogpac.com) from clientservice@gogpac.com  
IP: 23.100.85.223



**09 / 27 / 2022**  
14:28:43 UTC-5

Viewed by Tony Karwowski (tony@gotahoenorth.com)  
IP: 24.182.61.126



**09 / 27 / 2022**  
14:29:31 UTC-5

Signed by Tony Karwowski (tony@gotahoenorth.com)  
IP: 24.182.61.126



**09 / 27 / 2022**  
14:29:40 UTC-5

Viewed by Jason Lawrenson (jason.lawrenson@gogpac.com)  
IP: 24.230.182.249



**09 / 27 / 2022**  
14:29:46 UTC-5

Signed by Jason Lawrenson (jason.lawrenson@gogpac.com)  
IP: 24.230.182.249



**09 / 27 / 2022**  
14:29:46 UTC-5

The document has been completed.

## Introduction

ERCCasey & Associates, LLC is submitting this proposal as requested to complete tasks and deliverables for the North Lake Tahoe Resort Association (NLTRA). Specifically, ERCCasey & Associates will focus on workforce housing initiatives and assist with newly formed committees responsible for Tourism Business Improvement District (TBID) and "freed-up" Transient Occupancy Tax (TOT) oversight, including advising the NLTRA board on expenditures in workforce housing and capital project development categories.

Principal and CEO of ERCCasey & Associates, Erin Casey, has over 18 years of experience working in North Lake Tahoe communities on issues ranging from workforce housing, community outreach and engagement, land use, resource management, tourism development, strategic planning, and capital project development. She also has direct experience working with Placer County and the NLTRA to develop the Capital Projects Advisory Committee and assisted with the passage of the TBID. This gives Erin unique insight into process development, community stakeholders, and the political landscape in North Lake Tahoe. Erin also supported workforce housing programs and projects, including Dollar Creek Crossing public meetings and collaboration with Mountain Housing Council on behalf of Placer County. This experience will inform her approach to the tasks outlined below.

## Objectives

The primary objectives of this agreement focus on workforce housing initiatives and the development of committee processes for newly formed committees. The objectives include the following:

1. Analyze organizations with workforce housing focus and assess role, funding, strategies, and program/project status to date (Mountain Housing Council, TTWHA, Placer County, others as identified and agreed upon).
2. Identify gaps in analysis and recommend the role NLTRA could adopt to fill that gap.
3. Develop a regional housing organization concept to include governance, funding, programmatic areas, geographic range, partnership opportunities, and organizational structure.
4. Develop a finalized biannual grant schedule, grant intake form, and grant project scoring criteria, that have been socialized with key stakeholders for input and assembled for final approval by the NLTRA Board of Directors for two committees including the Transient Occupancy Tax Committee ("TOT Committee") and Tourism Business Improvement District Committee ("TBID Committee").

## Approach

To meet these objectives, Erin Casey ("Consultant") will start by meeting with key stakeholders in the workforce housing space and reviewing data to understand the impacts of existing workforce

housing programs and projects. This will help to identify gaps and potential recommendations regarding the NLTRA's role in workforce housing.

For committee structures, Consultant will review biannual grant timeline process as it stands to date and develop final process for TBID and TOT grants, develop TBID/TOT grant project scoring criteria, develop TBID/TOT grant intake questionnaire by engaging key stakeholders such as Ad Hoc, TBID Advisory, Zone 1, TOT, and CAP committees, and other nonprofit grant partners for feedback and input on timing and proposed systems, and integrating feedback into finalized grant timeline process, questionnaire, and scoring criteria documents for review and approval by the NLTRA BOD. Consultant will utilize existing regional grant processes and stakeholder feedback to inform grant timeline, intake form, and scoring criteria. Several documents will be referred to when developing the outputs for the TBID and TOT committees including the following:

**TOT Committee**

- o Workforce housing – Housing Element, Placer County Housing Work Plan
- o Transportation – TART Systems Plan, Transportation Demand Management, Placer County Transportation Planning Agency's Regional Transportation Plan, Tourism Master Plan

**TBID Committee**

- o Management District Plan

## Schedule of Project Activities

The start and end dates are estimates and may change; however, deliverables will be submitted by or before the end of the contract term.

<b>Workforce Housing Tasks</b>	<b>Start Date</b>	<b>Completion Date</b>
<b>Task #1</b> - Schedule meetings with leaders from organizations w/ workforce housing roles to discuss program/project status	9/19/2022	10/7/22
<b>Task #2</b> - Review data from existing programs/projects to include in a final report	9/19/2022	10/07/22
<b>Task #3</b> - Identify a gap in workforce housing programs/projects that the NLTRA could address	10/10/22	10/28/22
<b>Task #4</b> - Develop regional housing organization concept, including governance, board structure, programs etc.	11/4/22	11/11/2022
<b>Task #5</b> - Develop a report to include all findings: housing program status, data results, gaps, and recommended role for NLTRA and housing organization concept.	11/14/22	11/25/22
<b>Task #6</b> - Develop NLTRA Board presentation to review and discuss report findings and consultant recommendation	11/28/22	11/30/22
<b>Task #7</b> - Present findings and recommendations to the NLTRA Board	N/A	As determined by NLTRA
<b>Task #8</b> – Meet weekly w/ NLTRA CEO and board rep to provide status updates throughout process	Ongoing	11/30/22

Committee Tasks (TBID, TOT)	Start Date	Completion Date
Task #1 – Review resource materials as outlined above	09/19/22	09/23/2022
Task #2 – Meet w/ stakeholders to discuss committee goals, objectives, and grant process criteria	09/26/22	09/30/22
Task #3 – Meet weekly w/ CEO to provide status update and seek input per meetings with stakeholders	Weekly	Weekly
Task #4 – Develop grant categories, intake form and scoring criteria	10/03/22	10/14/22
Task #5 – Meet w/ stakeholders to share draft grant categories, intake form and scoring criteria	10/17/22	10/21/22
Task #6 – Make changes per meetings with stakeholders and finalize documents	10/24/22	10/28/22
Task #7 – Develop NLTRA Board presentation	11/24/22	10/28/22
Task #8 – Present deliverables to the NLTRA Board of Directors	11/03/22	11/03/22

## Deliverables

1. **A workforce housing report which will include the following:**
  - a. Status of workforce housing programs/projects per meetings
  - b. Data on current workforce housing programs/projects included the number of participants and other KPIs outlined by the managing organization. The NLTRA may add KPIs,
  - c. Identified gaps in workforce housing space and recommended role for NLTRA to address those gaps
  - d. Recommended Housing Hub concept with detail as outlined above
  - e. Recommendation on NLTRA role as an incubator for Housing Hub
2. **NLTRA Board presentation on workforce housing report outcomes.** The consultant will advise how the NLTRA may close the gap in workforce housing space and expedite programs/project delivery and Housing Hub organization structure.
3. **A defined list of grant categories with example projects including:**
  - a. Workforce Housing
  - b. Transportation Services
  - c. Economic Development
  - d. Sustainability
  - e. Mitigation of Tourism Impacts
  - f. Business Advocacy and Support
  - g. Visitor Services
  - h. Visitor Centers
  - i. Marketing, Promotions, and Special Events
4. **A grant intake form for TBID/TOT grant requests with a focus on:**
  - a. Ease of submission for grantee

- b. Creates efficiencies for staff to see all grant requests in the cycle
  - c. Reduces confusion for grant applicants
  - d. Allows staff to see all applications and where they best fit in funding puzzle
  - e. Efficient use of TBID Advisory, Zone 1, and TOT committee time
  - f. Asks questions that clearly demonstrates project's fit into defined grant categories
5. Grant project scoring criteria that will be used by TBID and TOT committees.
  6. Biannual grant cycle calendar of steps for TBID and TOT grant cycles

## Hours and Budget

The workforce housing component of this proposal is expected to take four weeks to complete at 20 hours per week. Committee work will take six weeks at 20 hours per week. The proposed investment is based on this estimate. The dates are also an estimate and may change; however, all tasks must be completed by November 30, 2022.

### Professional Rates

Hourly	Role	Team Member
\$130	Project Lead	Erin Casey

Activity	Week	Labor Hours	Cost
Housing + Committee Tasks	Week 1	40	\$5,200
Housing + Committee Tasks	Week 2	40	\$5,200
Housing + Committee Tasks	Week 3	40	\$5,200
Housing + Committee Tasks	Week 4	40	\$5,200
Committee Tasks	Week 5	20	\$2,600
Committee Tasks	Week 6	20	\$2,600
Other expenses – Admin	NA	NA	\$1,000
<b>Total</b>		<b>Up to 240</b>	<b>Up to \$27,000</b>

ERCCasey & Associates bills clients on a time and materials basis. The cost of the project outlined in this proposal and work plan shall not exceed \$27,000 unless written authorization for additional work is provided by the client. The NLTRA may add additional hours at a rate of \$130 per hour.

## Consulting Agreement

This agreement ("Agreement") dated September 14, 2022, is made between North Lake Tahoe Resort Association located at 100 North Lake Boulevard, Tahoe City, California ("Client") and ERCASEY & ASSOCIATES with business address of: 13886 Herringbone Way, Truckee, CA 96161 and mailing address of: PO Box 1012, Truckee, CA 96160. ("Consultant").

Client desires to engage Consultant to perform various services for Client, and Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

In consideration of the above and subject to the conditions below, and for the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (the "Parties") agree as follows:

### Services Provided

Consultant, from time to time during the term of this Agreement, agrees to provide various services to Client, which may include, but shall not be limited to, services broadly described as short-term financial and operational reviews and management. Client and Consultant will mutually agree on project scope, timing, deliverables, and budget prior to start of work. Any variation to agreed project terms requires mutual agreement and approval prior to continuation of work.

### Term of Agreement

The term of this Agreement will begin on the date of the Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

The Agreement may be terminated at any time by mutual agreement of the Client and Consultant. In the event one of the parties wishes to terminate this agreement, that party is required to provide 10 days' written notice to the other party. Breach of any material provision under this agreement will result in immediate termination of this Agreement. The obligations of the Consultant will end upon termination of this Agreement.

### Compensation

Client will pay Consultant for services provided based on actual hours worked by Consultant at a rate of \$130 per hour, unless otherwise specified in a project agreement. Actual hours worked will not include travel time to or from Client's offices.

### Costs and Expenses

Neither Party shall be liable for any costs or expenses incurred by the other in performance of their obligations under any project, unless previously agreed to in writing.

### Payment

Consultant will periodically invoice Client for services provided on a bi-monthly basis. All invoices are due and payable upon receipt. A late fee of 1.5% will be charged per month if payment is not received within 30 days of the date of the invoice.

If Client in good faith disputes any amounts presented in an invoice, Client will notify the Consultant within 15 days of receipt of the invoice and the parties agree to work together in good faith to resolve the dispute in a prompt manner.

### Confidential Information

Confidential information ("Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.



The Consultant agrees to not disclose any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

**Independent Contractor**

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

**Notice**

All notices, requests, demands or other communications required by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

North Lake Tahoe Resort Association	Erin Casey
100 North Lake Boulevard	PO Box 1012
Tahoe City, CA 95649	Truckee, CA 96160

**Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount which result from or arise out of any act or omission of the indemnifying Party and its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**Agreed Upon:**

North Lake Tahoe Resort Association

By:   
Client

Date: 9/20/22

By:   
Consultant

Date: 9/13/2022



855 N. Lake Blvd. #1  
P.O. Box 5008  
Tahoe City, CA 96145  
(530) 584-2900

Christian N. Brown  
[chris@elevationlawfirm.com](mailto:chris@elevationlawfirm.com)

September 21, 2022

Tony Karwowski  
Chief Executive Officer  
North Lake Tahoe Resort Association  
P.O. Box 5459  
Tahoe City, CA 96145  
[tony@gotahoenorth.com](mailto:tony@gotahoenorth.com)

*Confidential/Privileged Attorney-Client Communication*

Dear Tony,

This agreement regarding legal representation (“Agreement”) confirms that the North Lake Tahoe Resort Association (“Client”) has asked Elevation Law P.C. (hereafter “Attorney”) to provide legal services on the terms set forth below.

**1. SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter: *General advice and Contract Review*. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover representation on litigation matters. Separate arrangements must be agreed to for those services. Services on any matter not described above will require a separate written agreement.

**2. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Attorney has received retainer (if one is required) as described below and Client has returned an executed copy of this Agreement.

**3. CLIENT’S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time (or cause them to be paid pursuant to applicable insurance coverage held by Client), and to keep Attorney advised of Client’s address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **RETAINER.** Attorney is not requiring a retainer at this time. Time and expenses will be invoiced to Client on a monthly basis (or less frequently if the matter is ongoing and the charges are not substantial), with payment due upon receipt of each invoice, and considered late if not paid within 15 days. Attorney reserves the right to request a retainer at a later date, for example based on changes to the anticipated scope of work or to the nature or intensity of the representation.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter. Current hourly rates for the individuals anticipated to work on your matter are as follows:

*Christian N. Brown: \$375 per hour*

The time charged will include, for example, time Attorney spends on telephone calls, performing legal research, preparing documents and correspondence, reviewing documents related to Client's case, and other tasks necessary to the representation. Attorney will strive to perform tasks efficiently. Legal personnel assigned to Client's matter (if any) may confer among themselves about the matter, as required and appropriate, and charge for the time expended, as long as the work performed is reasonably necessary and not duplicative. Attorney will charge for time in court and elsewhere and for travel time, both local and out of town. Time is charged in minimum units of one-tenth (.1) of an hour. Rates on this schedule are subject to change upon 30 days' written notice to Client.

Predicting the total amount of fees and costs for legal services is difficult, and depends on the unique facts of each case and subsequent developments. Matters may become more complicated and work intensive than originally anticipated, and the amount of time required may be depend upon cooperation (or lack thereof) from other parties. Attorney agrees to communicate and keep Client apprised of material developments, and to minimize fees and costs to the extent possible and consistent with appropriate representation.

6. **COSTS AND OTHER CHARGES.** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. Costs and expenses commonly include filing fees, notary fees, messenger and other delivery fees, travel costs, consultants' fees, and other similar items. All costs and expenses will be charged at Attorney's cost.

7. **BILLING STATEMENTS.** Attorney will send Client periodic statements for fees and costs incurred. Statements will be issued monthly. Each statement will be payable upon receipt, and shall be considered late if not paid within 15 days. Delinquent invoices will accrue late charges at the rate of 1.5% per month. Client may request a statement at intervals of no less than 30 days. Statements shall include the amount, rate, basis of calculation or other method of determination of fees and costs, which will be clearly identified by item and amount.



**8. LIEN.** No lien is required by Attorney in this matter against proceeds that may be recovered through the representation.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file, and property in Attorney's possession unless subject to the lien provided in Paragraph 8 above, whether or not Client has paid for all services.

**10. NO GUARANTEE & FEE ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**13. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

**14. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

**15. ALTERNATIVE DISPUTE RESOLUTION ("ADR").** Client agrees to the following dispute resolution provisions. Any dispute that may arise out of this Agreement and the services performed hereunder, shall be resolved as follows.

**Informal Resolution:** Attorney and Client agree that they will first attempt to resolve any dispute through negotiation, by providing to the other written notice of the dispute and a proposal to resolve it. The recipient of the notice must respond in writing within one week (7 calendar days), either agreeing to the proposed resolution set forth in the notice, or else providing an alternative proposal. Client agrees to keep current on all billed fees during this process.

**Mediation:** If informal resolution efforts are not successful, Attorney and Client agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between Attorney and Client. If any party commences an arbitration or court action without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorney fees, even if they would otherwise have been available to that party.

**Arbitration:** Attorney and Client agree that any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including without limitation claims of malpractice or professional negligence, that is not settled through mediation, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice selected by Attorney and Client jointly, unless both parties agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Attorney and Client shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. Small claims matters are exempt from arbitration. Reasonable attorneys' fees and costs shall be awarded to the prevailing party, and the fees of the arbitrator shall be taxed as costs.

**TK**

\_\_\_\_\_  
Client's Initials Here

**CB**

\_\_\_\_\_  
Initial on behalf of Elevation Law

If the terms above are acceptable to you, please initial the Dispute Resolution provision above, sign/date this Agreement, and return a copy to us at your earliest convenience, along with the requested retainer (if any). You may return signed copies by email (*e.g.*, PDF scan), which shall constitute your binding signature. Attorney and Client agree that this Agreement may be executed in counterpart, and that a scanned copy or facsimile of this executed Agreement will have the same force and effect as an original signed document.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

Date: Sep 21, 2022

By: Tony Karwowski

North Lake Tahoe Resort Association  
by Tony Karwowski, CEO  
*Client*

Date: Sep 21, 2022

By: Christian Brown

Elevation Law P.C.  
by Christian N. Brown  
*Attorney*



## north lake tahoe

Chamber | CVB | Resort Association

### MEMORANDUM

Date: October 5, 2022

TO: NLTRA Board of Directors

FROM: Tony Karwowski, CEO/President

RE: Review of Renaming process and approval of final recommendation

---

#### **Action Requested**

Requesting the Board of Directors review presentation of the renaming process, new possible names for the NLTRA, and approve final name recommendation.

#### **Background**

The NLTRA has been transforming from a traditional Destination Marketing Organization to a Destination Stewardship organization. To better align the organizational name with our changing responsibilities, new principles and vision, the board took action to enter into an agreement with Coraggio to consult and carry out a process to vet a new name for the NLTRA. Staff and the consultant presented findings at the September 2022 BOD meeting and were directed by the board to reconvene the naming Ad Hoc committee to look at shorter and more contemporary name possibilities. The attached presentation illustrates that process and the recommendations.

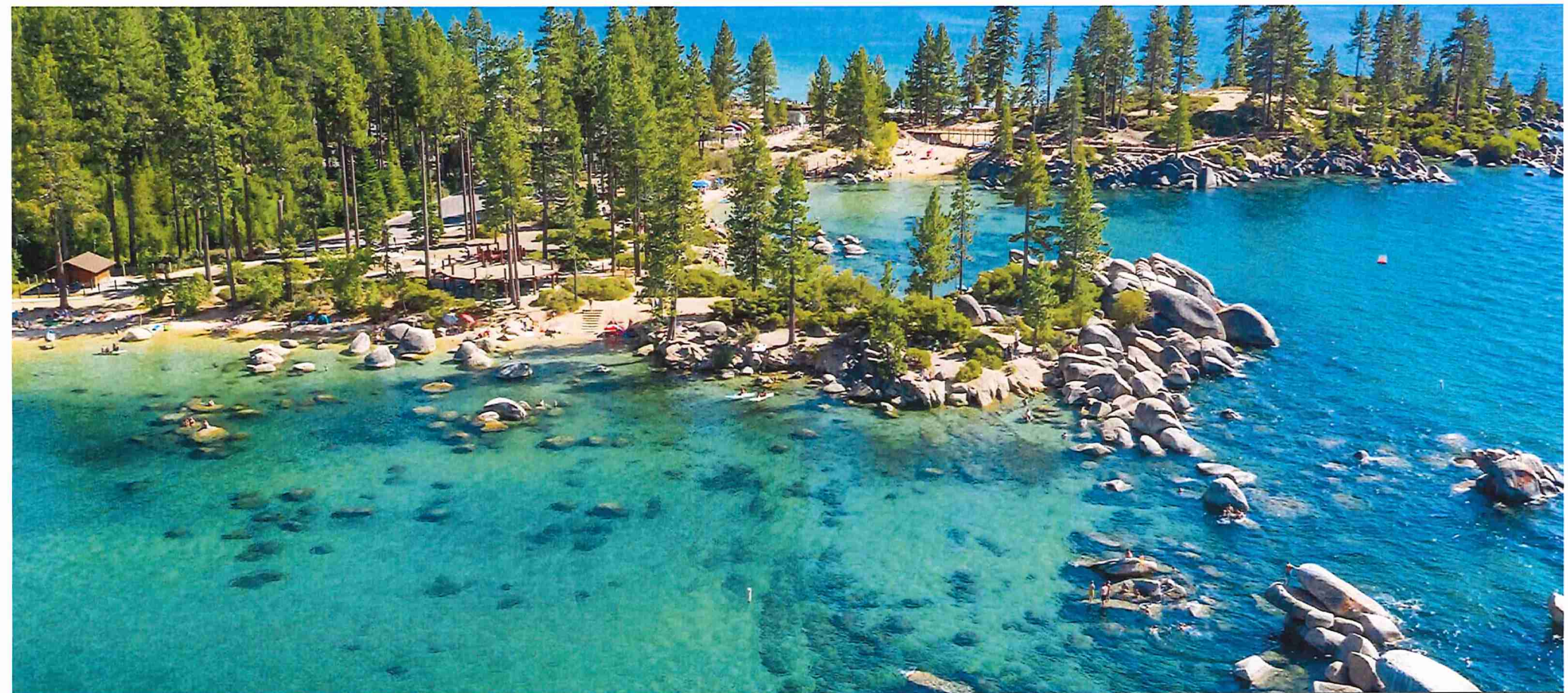
#### **Fiscal Impact:**

No direct fiscal impact to the NLTRA

#### **Attachments:**

N/A





## NLTRA Renaming Project

Revised Renaming for Board: October 5, 2022

Coraggio Group  
503.493.1452 | coraggiogroup.com





## Refresher: Purpose

- The name of the organization is not the consumer brand
- The new name needs to speak to the community: residents and businesses
- The organization is transitioning; there is an urgent need for this renaming

## Recap From Last Time: Finalist Name Choices

- North Tahoe Stewardship Council (NTSC)
- North Tahoe Advocacy Council (NTAC)
- North Tahoe Community Alliance (NTCA)
- Advocate North Tahoe (ANT)

Recap From Last Time: Preliminary Recommendation

# North Tahoe Community Alliance

Economic Health | Community Vitality | Environmental Sustainability

## Feedback

- A desire for something shorter and snappier, like CalFire
- Don't make it confusing with the consumer brand
- Keep it clear about what we do, and encompass it all
- Protect the longevity of the name by not making it “trendy”

## Process

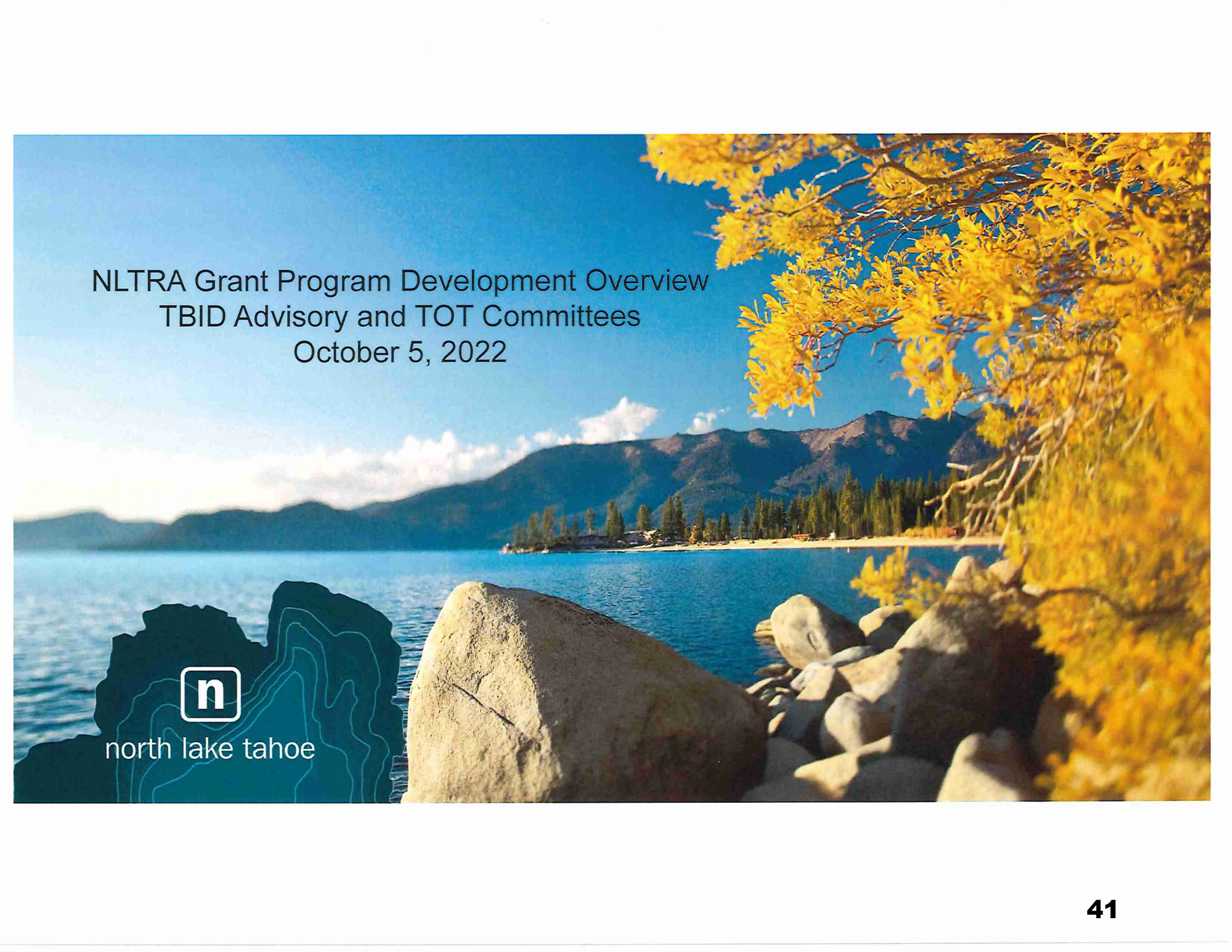
- We reviewed a few options that were more on the “business” side of things
  - Generally four-word names
  - Generally used words like “council” or “alliance”
- We also reviewed several options that were more contemporary
  - Generally three-word names
  - Generally avoided words like “council” and substituted a verb
- We reviewed different configurations of the three “pillar” themes below the name
- We arrived at what we believe is a good compromise of the different options
  - It encompasses the work of the destination
  - It’s shorter and more contemporary
  - It avoids buzzwords

Final Recommendation

# North Tahoe Alliance

Community | Sustainability | Prosperity





NLTRA Grant Program Development Overview  
TBID Advisory and TOT Committees  
October 5, 2022



north lake tahoe

## Grant Process Status – Where we are today

1. Created an ad hoc committee and hired consultant to develop biannual call for projects schedule
  2. Emphasis on streamlined process for grant submission, review, award and tracking
  3. Presented initial concept to TBID/Zone 1 committees and received feedback
  4. To be explored w/ TOT Committee (October 7th meeting)
- Next steps included:
    - Develop intake form and portal for all grants
    - Further develop and define priority project areas from workforce housing to transportation and tourism mitigation activities (MDP Priorities)



## Erin Casey – Scope of Work + Deliverables

- Review biannual grant timeline process as it stands to date and develop final process for TBID and TOT grants
- Develop TBID/TOT grant project scoring criteria
- Engage key stakeholders such as Ad Hoc, TBID Advisory, Zone 1, TOT, and CAP committees for feedback and input on timing and proposed systems
- Integrate feedback into finalized grant timeline process, questionnaire, and scoring criteria documents for final approval by NLTRA Board of Directors
- Complete and present to the Board of Directors on **November 3, 2022**

## Committees in Grant Development Process

Goals for committee engagement include:

1. Define committee goals + expectations to ensure program alignment
2. Receive input on key programmatic areas and guidelines to inform deliverables
3. Ensure alignment between TBID Advisory, Zone 1, TOT, and CAP Committee
4. Ensure alignment with MDP, Measure A ballot language, multi-year agreement and TMP
5. Facilitate Committee, NLTRA Board and stakeholder alignment

## Discussion Topics for Committee Members

1. What are committee goals for TBID funds/and or a grant program?
2. How do we build a resilient program that can evolve as priority areas change?
3. How do we balance investment in long-term projects with need to show results prior to TBID renewal date?
4. Do you want to consider “out of cycle” projects or programs?
5. Are matching funds important? If so, to what extent?
6. How do we monitor programs and projects funded with TBID dollars?



## Additional Considerations

1. Should a single grant program be developed for all committees? What are the pros and cons?
2. How will the business community be engaged when identifying funding priorities each year? Survey, stakeholder meetings, focus groups, other.
3. How much TBID funding is grant eligible each year? Should a reserve policy be created within each spending “bucket”?
4. How will the TOT Committee coordinate with the CAP Committee (there is overlap in the transportation + housing categories)
5. How can funds address infrastructure needs in downtown core areas? (Sidewalks, trash bins, lights, other)
6. Should a policy be developed to ensure appropriate spend between housing and transportation categories. What are pos and cons?



## Next Steps

1. Meet w/ TBID Advisory, Zone 1 and TOT Committees
2. Develop initial draft, work with ad hoc as needed during this period
3. Meet w/ other stakeholders with draft program, seek input (County, nonprofit organizations, business leaders, other)
4. Share initial draft with committees and seek input
5. Revise draft grant program per that input
6. Present final program to NLTRA Board on November 3, 2022, for approval
7. TOT Committee process presented to Placer BOS in late November for approval (per 5-year agreement)



north lake tahoe





# Questions/Comments

# TAHOE BASIN AREA PLAN ECONOMIC SUSTAINABILITY AND HOUSING AMENDMENTS

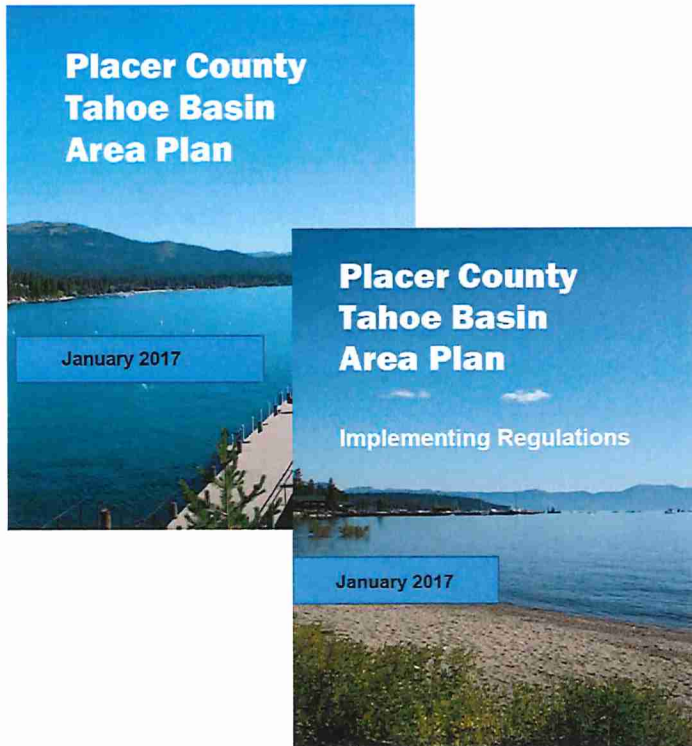
## NORTH LAKE TAHOE RESORT ASSOCIATION OCTOBER 5, 2022

Placer County Staff:  
Emily Setzer  
Stacy Wydra





# Tahoe Basin Area Plan



- Adopted by Board of Supervisors on December 6, 2016, and by Tahoe Regional Planning Agency (TRPA) Governing Board on January 25, 2017
- Encompasses the Tahoe Basin portion of Placer County, within the jurisdiction of the TRPA
- Includes the communities of California North Stateline, Kings Beach, Tahoe Vista, Carnelian Bay, Dollar Point, Tahoe City, Sunnyside, Homewood, and Tahoma
- Amended in 2020 for housing and Accessory Dwelling Unit (ADU) updates



## Since 2017

- No new projects have been developed in either town center
- Very few new workforce housing units have been developed



### Analysis of Tahoe's Economics:

- Placer County Tahoe Basin Town Center Economic Sustainability Needs Analysis
  - Conducted by Bay Area Economics (BAE) in 2019
  - Envision Tahoe
    - Conducted by Tahoe Prosperity Center in 2021-2022

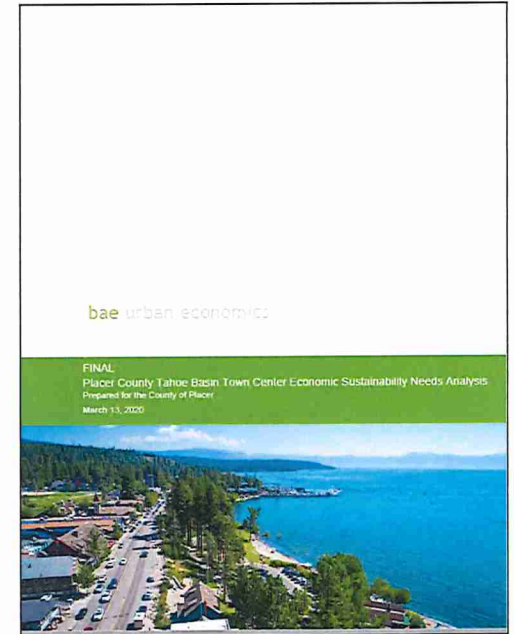
# Placer County Tahoe basin Town Center Economic Sustainability Needs Analysis

County Executive Office contracted with economic firm BAE to:

1. Identify causal forces and financial feasibility needs/gaps behind lack of private investment,
2. Identify local government regulatory updates and incentives that could attract environmentally and economically beneficial re-investment in Town Centers, and
3. Develop recommendations to address issues identified in the analysis.

The analysis examined four prototypes of projects that had been trending or which the County would like to see built:

1. Mixed-Use Residential
2. For-Sale Residential Condominium
3. Limited-Service Hotel
4. Full-Service Condotel



# Findings and Recommended Approach

## Four broad findings :

1. High Cost of Development
2. Uncertainty, Risk and Indirect Costs Associated with a Complex Entitlement and Permitting Process
3. Complex and Prescriptive Requirements Hinder Project Feasibility
4. Local Conditions Create Perception of Increased Risk



## Recommended multi-pronged approach :

1. Update North Lake Tahoe Economic Incentives Program to include a Transient Occupancy Tax (TOT) incentive program, add TRPA development rights, and enhanced infrastructure finance district
2. Process, policy, and code improvements to:
  - a) Facilitate development
  - b) Scale back requirements
  - c) Alleviate constraints and challenges in the development process
  - d) Collaborate with TRPA on code changes
  - e) Update parking standards and create parking districts
  - f) Increase workforce housing allowances
3. Relax workforce housing mitigation and allocate funding to implement programs to attract and retain permanent residents

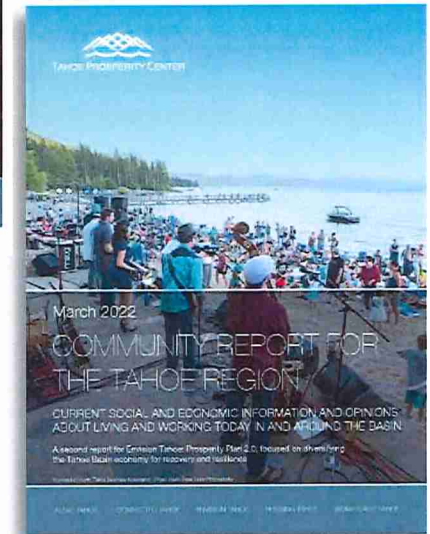
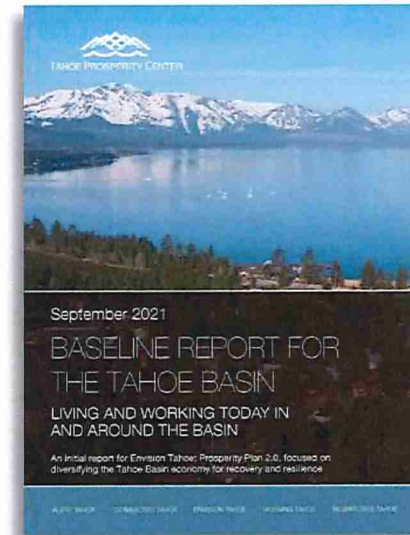


# Status of Implementing Recommendations

Recommendations	Status
Update North Lake Tahoe Economic Incentives Program	<p>Added TOT rebate in June 2022</p> <p><i>Still Pending:</i> Planning to add allocation and priority process for TRPA development rights, and enhanced infrastructure finance district (particularly for planned curb, gutter, sidewalks)</p>
Workforce housing:	
<ul style="list-style-type: none"> <li>• Workforce Housing Preservation Program to facilitate down payment assistance while preserving housing for the workforce</li> </ul>	Adopted by the Board on February 26, 2021 and launched Summer 2021
<ul style="list-style-type: none"> <li>• Lease to Locals Program to incentivize long-term rentals</li> </ul>	Adopted by the Board in July 26, 2022 and launched August 1, 2022
<ul style="list-style-type: none"> <li>• Coordinating with TRPA on Tahoe Living Working Group to facilitate code changes</li> </ul>	<i>In process</i>
<ul style="list-style-type: none"> <li>• Update Affordable Housing and Employee Accommodation Ordinance</li> </ul>	Approved by the Board on October 27, 2020, and fee most recently approved on April 19, 2022
Process, policy, and code improvements	Tahoe Basin Area Plan Amendments

# Envision Tahoe Key Findings

- **Population in past 10 years:**
  - 20-year population decline reverted in 2019 and population growth accelerated in 2020, but is still lower than the 2000 population count
  - K-12 public school enrollment data: overall decline in student population over the past five years
  - Residents with advanced degrees: steady increase over past 10 years, suggesting a knowledgeable and skilled talent pool
- **Housing Availability & Affordability:**
  - Median average wage in Tahoe basin: \$53,165 while real estate reports show the median home price in January 2022 has risen to \$950,000



Tahoe Basin Area Plan Economic Sustainability and Housing Amendments

# Envision Tahoe Key Findings, Cont'd.

- **Economy in past 10 years:**

*Experienced flat or declining job growth and economic output*

- Tahoe's economic base: Concentrated in three industry clusters equaling 95 percent of all economic output in the Tahoe Basin:
  - Visitor services
  - Environmental innovation
  - Health and wellness

*Subject to economic & seasonal swings, susceptible to disruption*

- Visitor-related businesses: Increased from 40 percent to 62 percent of all economic activity in the Basin
- Construction: 57 percent increase to 12 percent of job base - also subject to boom and bust cycles driven by economic swings and available consumer spending

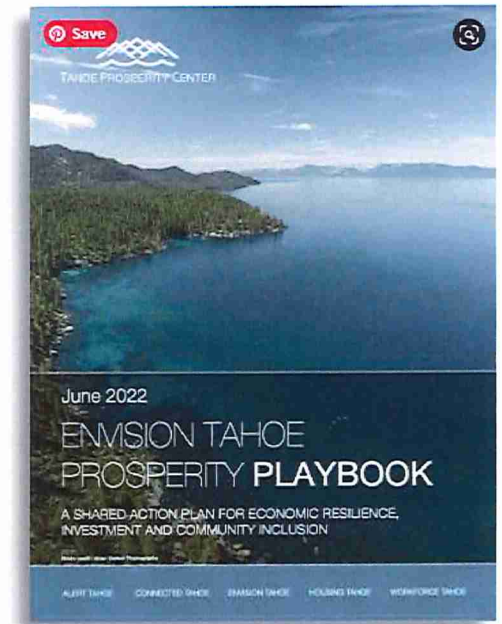


# Envision Tahoe Goals & Tactics

- **Strengthen key industries:** Support tourism-related job shift to sectors such as health and wellness and environmental innovation
- **Build skill pathways for upward mobility:** Explore ways to build region-wide skills programs and curriculums
- **Jump start the innovation system:** Support entrepreneurship and local chambers and business associations to help launch new businesses
- **Shape the enabling environment:** Launch a well-coordinated public-private sector branding and global marketing strategy focused on:
  - Health and wellness
  - Recreation and the outdoors
  - Environmental innovation and the connections between them

## Tactical Approaches:

- Accelerate **workforce housing** in the Tahoe-Truckee region
- Improve and fund Tahoe **transportation and mobility**

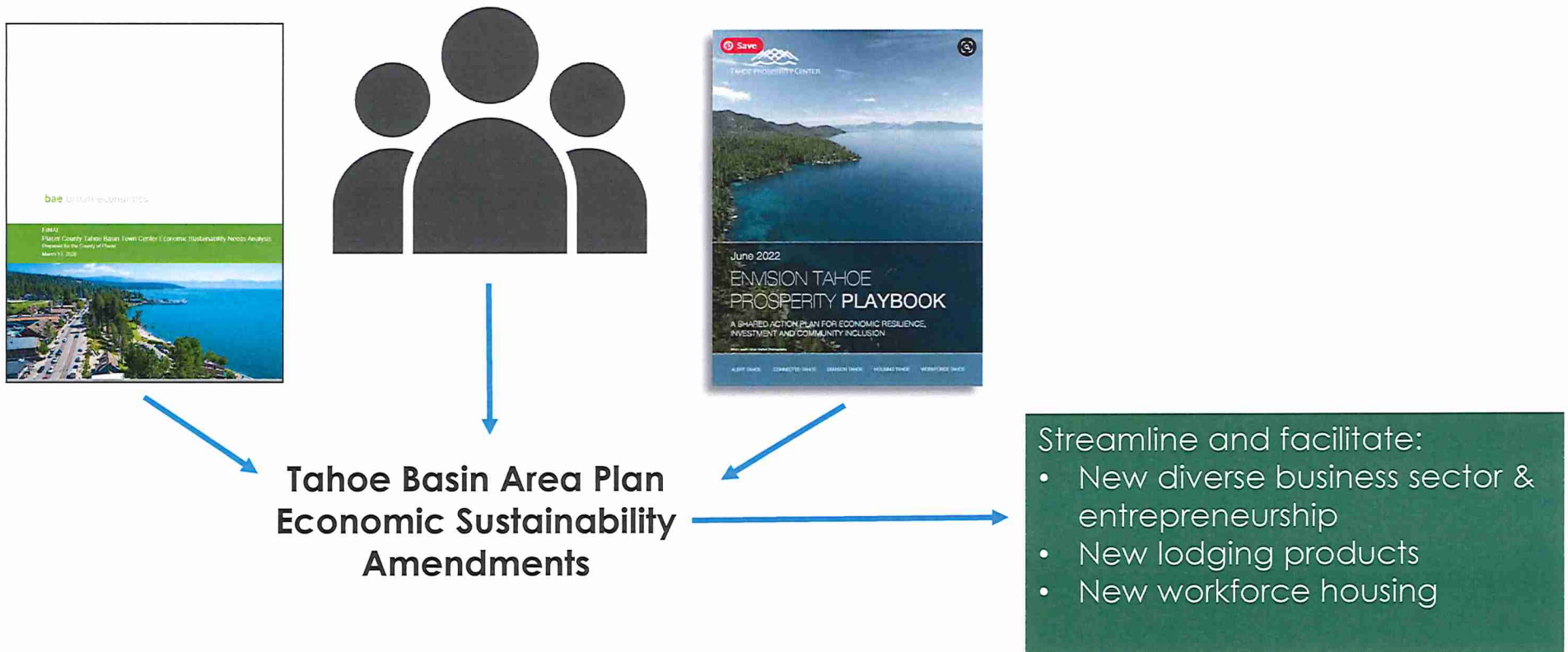


# Stakeholder Input

- Met with seven stakeholders from May to June 2021
- Representatives of the Tahoe Basin business and development community, ranging from design and architecture professionals to entrepreneurial small business owners and experienced developers
- Goals:
  - Solicit feedback on their experiences bringing forward new business and/or development in the Tahoe Basin town centers and help shape the proposed amendments
  - Better understand the lack of investment, development and/or redevelopment in the Town Centers
- Staff documented their feedback:
  - Processing barriers
  - Strict development standards and/or required site improvements
  - Zoning restrictions, etc.



# TBAP Amendments



**Tahoe Basin Area Plan Economic Sustainability and Housing Amendments**

# TBAP Policy Amendments

## **Scenic Resources:**

- Support reevaluation of scenic requirements to achieve private reinvestment in Town Centers targeted for redevelopment and/or new development in a manner that:
  - Improves environmental conditions,
  - Creates a more efficient, sustainable and less auto-dependent land use pattern,
  - Provides for economic opportunities

## **Vegetation:**

- Support implementation of new or expanded hardening, green waste, and defensible space incentive and/or rebate programs

## **Socio Economic:**

- Support high-speed broadband infrastructure capacity
- Support childcare facilities to meet the needs of the local workforce

# TBAP Policy Amendments

## Town Centers:

- Allow groundwater interception for mixed-use projects in Town Centers
- Support streamlined permit processes for mixed use projects
- Encourage active ground floor uses
- Facilitate mobile vendors and food trucks in Town Centers
- Support the retention and expansion of businesses from the North Tahoe-Truckee region
- Support relocations of industrial and public utility land uses in the Town Centers to free up Town Center sites
- Support parking maximums and creative parking solutions

## Community Design:

- Support and promote local artists and public art in North Tahoe

# TBAP Policy Amendments

## **Land Use:**

- Support the development of reservation and conversion manual for the allocation and conversion of TRPA development rights
- Support funding sources for a frontage improvement implementation plan to achieve the Area Plan infrastructure such as sidewalks, curbs, and gutters
- Implement parking management plans and develop a reservation and conversion manual

## **Mixed Use:**

- Support the availability and development of mixed use, business park, and light industrial space



# TBAP Policy Amendments

## Redevelopment:

- Support and encourage adaptive reuse of vacant or underutilized retail and office space
- Support redevelopment of aging lodging products and encourage revitalization and creation of new high-quality lodging
- Allow multipurpose and flexible gathering spaces in private and public parking areas where events could be held during off-peak hours
- Expedite building permit processes
- Support the development of new business innovation space and flexible light industrial spaces to diversify the local economy



# TBAP Policy Amendments

## Housing:

- Streamline affordable, moderate, and achievable housing
- Require that 50 percent of units converted from multifamily to condominiums be deed restricted to affordable, moderate or achievable housing
- Address the job-housing imbalance in the region, monitor and track housing data in the region
- Support adaptive management of the short-term rental inventory to balance housing availability with short-term rentals as new lodging products are added to the region

# TBAP Implementing Regulations Amendments – Town Centers

## Mobile Vendors & Food Trucks

- 2018, SB 946 = “Safe Sidewalk Vending Act”
  - Requirements for regulation of sidewalk vending
- Considered as “outdoor retail sales” per TRPA Code
  - MUP required
- Allow food trucks and mobile vendors in Town Centers + No Maximums

### Intent:

- Comply with SB 946 to legalize sidewalk vending and encourage entrepreneurship through sidewalk vendors and food trucks
- Streamline & facilitate food-related start-up businesses to strengthen the economic vitality of the Town Centers

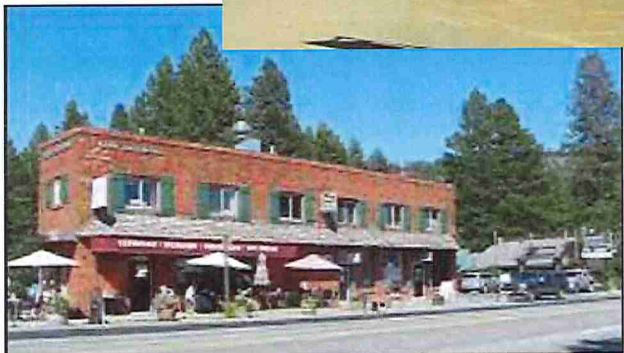
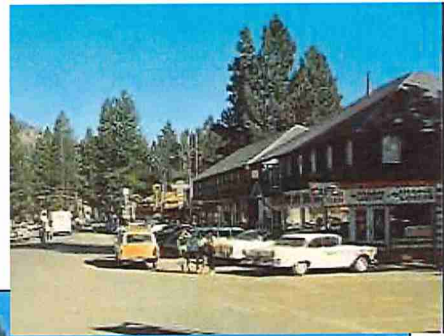


# TBAP Implementing Regulations Amendments – Town Centers

## Land Use Allowances

The Town Centers currently require use permits for a variety of land uses that are commonly desired in a Town Center to promote walkability and support a year-round economy, such as:

- Hotels, Motels and other Transient Dwelling Units
- Eating and drinking facilities
- Building materials and hardware stores
- Nursery
- Repair services





# TBAP Implementing Regulations Amendments – Town Centers

## Land Use Allowances

Amendments proposed:

Option: Allowed with maximum square footage OR allowed with a permit

- Size thresholds calculated → TRPA Project Impact Assessment (PIA) tool
  - Calculates maximum SF based on VMT
  - Institute of Transportation Engineers Manual was used for the different eating and drinking land use types, maximum CFA for each type of facility

- If maximums differ → PIA threshold would take precedence

Intent: Incentivize and streamline new lodging products, restaurants, retail, local-serving land uses

**TABLE 2.04.A-1: LAND USE REGULATIONS — GREATER TAHOE CITY MIXED-USE SUBDISTRICTS**

Use	Town Center Subdistricts					Village Center Subdistricts		Add'l Regs
	MU-TC	MU-N	MU-S	MU-NT	MU-REC	MUN-DH	MUN-LFG	
Eating and Drinking Places	A (10) / C	A (10) / C		CUP	CUP	A		
Food and Beverage Retail Sales	A	A		CUP	CUP(7)	A		
Furniture, Home Furnishings and Equipment	A					MUP		
General Merchandise Stores	A	A		MUP	MUP	A		
Mail Order and Vending	A							
Nursery	A (14) / MUP	A (14) / MUP	A			A		
Outdoor Retail Sales	A (10) / MUP		A (10) / MUP(2)			MUP		
Service Stations	CUP (9)					CUP		

(10) Subcategories of Eating and Drinking Places shall be allowed per the maximum Commercial Floor Area (CFA), as listed below. If the maximums below differ from the TRPA Project Impact Assessment (PIA), the PIA shall take precedence.

- Drinking Place – 15,300 square feet or less
- Fast Casual Restaurant – 550 square feet or less
- Quality Restaurant – 2,000 square feet or less
- High-Turnover (Sit-Down) Restaurant – 1,540 square feet or less
- Fast Food Restaurant without Drive Thru Window – 500 square feet or less
- Food Truck, Mobile Vendor – allowed, no maximum square footage

\* Definitions of the subcategories above are from the Institute of Transportation Engineers Manual (ITE).

(11) Must be completely enclosed inside a building of soundproof construction.

(12) Allowed if 100% of units are deed restricted to affordable, moderate or achievable housing per TRPA Code of Ordinances Chapter 90: Definitions, for achievable, moderate-income or affordable housing.

(13) Building Materials and Hardware uses: Allowed if the total commercial floor area of the use is 9,500 square feet or less. If the maximums differ from the TRPA Project Impact Assessment (PIA), the PIA shall take precedence.

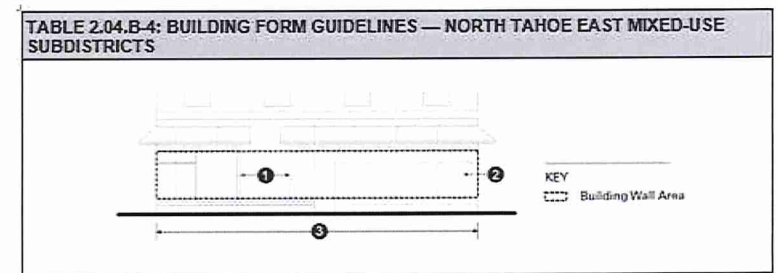
(14) Nursery uses: Allowed if the total commercial floor area of the use is 2,500 square feet or less. If the maximums differ from the TRPA Project Impact Assessment (PIA), the PIA shall take precedence.

# TBAP Implementing Regulations Amendments – Town Centers

## Building Length

- Building Form Guidelines of the Mixed-Use Subdistricts
- Additional Mixed Use building lengths may be allowed:
  - Building design in compliance with design standards and guidelines
  - Includes construction of achievable housing and public art
  - Separations of the length are incorporated to address massing, i.e. dropping the height of the structure for certain linear spaces to create visual separation in height
  - Provides features such as, entry courtyards, plazas, pedestrian paths or alley, outdoor eating and display areas, plaza or dining areas, etc.
  - 50 percent of the building consists of 100 percent deed restricted housing → additional length maybe considered

Intent: Assist in guiding building design and massing





# TBAP Implementing Regulations Amendments – Town Centers

## Building Height

Proposed amendments include:

- Identify maximum building height by feet rather than stories
- Mixed-use projects that include 50 or more TAUs, deed restricted achievable housing, public art components, comply with the Design Standards and Guidelines of the TBAP and the TRPA scenic threshold standards → maximum building height may be increased
- Chimneys, flues, vents, antennas, mechanical conveyances, roof-top amenities, and similar appurtenances may be erected to greater building height than the permissible maximum height of a building

Intent: Accommodate development in Town Centers that the development community has noted would otherwise be financially infeasible due to restrictions on height

# TBAP Implementing Regulations Amendments – Town Centers

## Groundwater

- Redevelopment in Town Centers
- Allow for below-grade parking = reduces coverage
- Groundwater interception may be considered if impacts mitigated so that the offsite groundwater conditions are the same as if the groundwater had not been intercepted

## Parking

- February 2021 → BOS approved a two-year pilot parking exemption program for Town Centers
  - Additions up to 1,000 SF = no parking minimums applied.
  - New construction, lodging = parking reductions, shared parking program

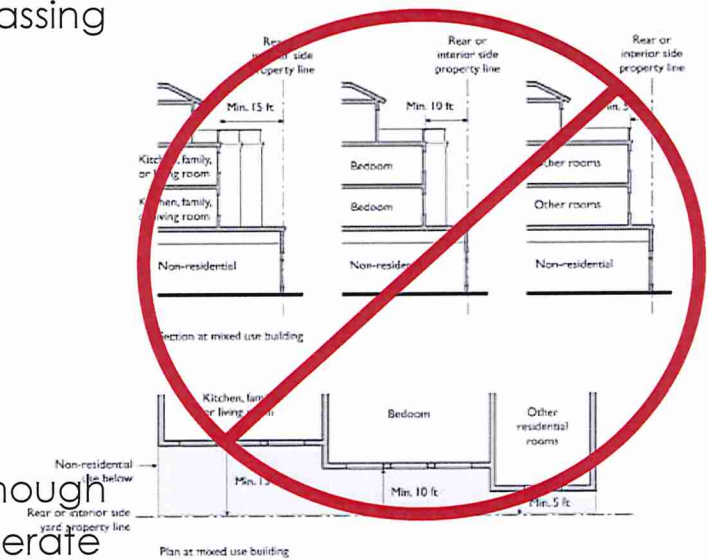
Intent: Support exemptions to parking, spur redevelopment, support strategies of the RTTP: to increase mobility and reduce VMT

# TBAP Implementing Regulations Amendments – Housing

## Opticos Missing Middle Recommendations

Facilitate missing middle housing development in the Tahoe Basin

- Remove “wedding cake” setbacks and articulation and massing requirements by interior use which can change
- Reduce or remove parking requirements for multi-family
  - Better align with single-family parking standards,
  - Compliance with State requirements
  - Results: multi-family less burdensome and costly to develop
- Allow multi-family by right with no use permit
  - Intent: Provide an easier process, prepare standards with enough clarity and predictability about what the standards would generate



# TBAP Implementing Regulations Amendments – Housing

- **Accommodate density:**

- Per economists: for sustainable neighborhood-serving shops and services within short walking distance (immediate area 5-10 minute walk) → have an overall density of 16 units per acre
- Proposed amendments:
  - Do not increase the overall density in any zone district
  - Do refine minimum lot size and width – which sometimes prohibits projects from achieving maximum densities

- **Reduce minimum lot widths:**

- Accommodate small lot development, results in more affordable projects by design & would accommodate attached multifamily: duplexes, triplexes, fourplexes
- Proposed amendments:
  - Reduce minimum lot widths for certain zone districts
  - Remove minimum lot area per dwelling unit in all residential zone districts to accommodate smaller dwelling units



# TBAP Implementing Regulations Amendments – Housing

## Preferred Affordable, Moderate and Achievable Areas

21 zone districts: “Preferred Affordable, Moderate and Achievable Areas” but did not include development standards to incentivize or streamline housing

- For example, MUP required for multi-family

### • Amendments proposed:

- Allow if 100% of units are deed restricted to affordable, moderate or achievable housing
- Minimum lot size reduced to 2,904 square feet to accommodate existing densities of 15 dwelling units per acre
- Minimum lot widths reduced to 25 feet to accommodate smaller lots
- Side setbacks were reduced to 5-foot minimum,

Intent:

- Encourage development of multifamily housing by reducing costs and time delays with use permit processing
- More affordable by design, match existing lot sizes
- Accommodate duplex-style developments



# TBAP Implementing Regulations Amendments – Housing

## Town Center: Single Family Land Use

- Area Plan allowed single-family development in Town Centers – if existing
- Community feedback of previous development proposals opposed new single-family development in Town Centers
- Proposed Amendments:
  - Allow single-family development, if part of a mixed-use development
  - OR
  - At least 50 percent of the single-family residential units are deed restricted to affordable, moderate or achievable housing

Intent: Facilitate mixed use development and allow some single-family to offset costs of workforce housing or commercial uses while still achieving the goals of the Area Plan and the community

# TBAP Implementing Regulations Amendments – Housing

## Tiny Houses

- June 2022, BOS adopted County-wide housing code amendments to allow for tiny houses as primary or accessory dwelling units, employee housing and tiny house communities
- Comply with the definitions & development standards of Zoning Ordinance
- County to regulate use rather than TRPA

### **Added Language → Section 3.01.B:**

#### Moveable Tiny House:

- Allowed as accessory dwelling units, single-family dwellings, and employee housing
- Allowed in any zones where those uses are allowed and per each zone district's development standards.
- Allowed as employee housing and multiple family dwellings in any zones where those uses are allowed and per each zone district's development standards.
- Comply with the definitions and applicable development standards in Placer County's Zoning Ordinance and Section 50.3 of the TRPA Code of Ordinances regulating residential units of use.

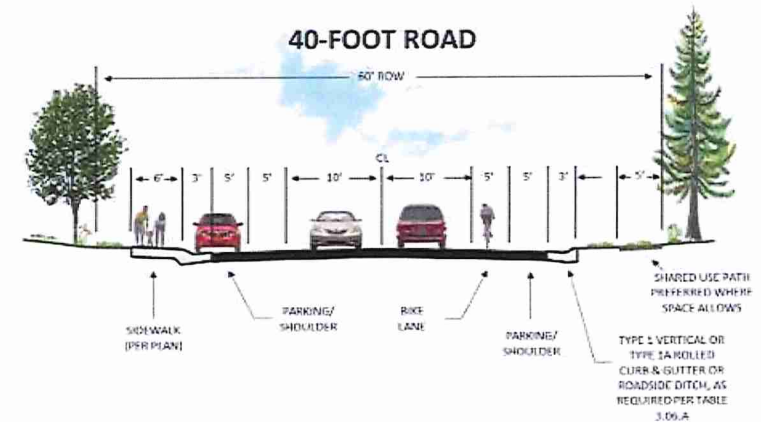


# TBAP Implementing Regulations Amendments – Others/Misc.

## Street Frontage Improvements

- Required in the Mixed-Use Subdistricts
- Identified inconsistencies
- Identify requirements
  - Provide reference to other applicable standards
- Eliminate redundancies and/or provide clarity and consistency
- Require street frontage improvements of all development

In the future, staff intends to bring forward a comprehensive street frontage improvement financing plan to offset the costs and burden on individual development.





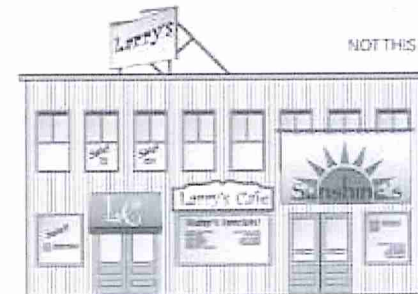
# TBAP Implementing Regulations Amendments – Others/Misc.

## Signs

- Eliminate Section 3.11 Sign Regulations in the Area Plan
- Direct the reader to the TRPA Code of Ordinance Chapter 38 “Signs”

Intent: Streamline signage requirements and consistency with the TRPA Code of Ordinances

- Will eliminate the need for future amendments to the Area Plan



Tahoe Basin Area Plan Economic Sustainability and Housing Amendments

# TBAP Implementing Regulations Amendments – Others/Misc.

## Shorezone

- February 2021, BOS adopted Placer County Code Chapter 12, Article 12.32, “Lake Tahoe Shorezone”
- Conflicts between the August 2019 TRPA amendments to the Code of Ordinances
- TBAP Amendments reflect the changes adopted by the BOS
- Adjusting the applicable land use table to notify the reader that certain accessory structures shall also comply with the requirements of Article 12.32

TABLE 2.03.Y-3: SHOREZONE — TAHOE PINES SUBDISTRICT		
Tolerance Districts	6	7
<b>Primary Uses</b>		
Beach Recreation	A	A
Safety and Navigational Devices	A	A
Salvage Operation	A	A
<b>Accessory Structures</b>		
Buoys	A	A
Piers	A <u>(1)</u>	A <u>(1)</u>
Fences	S <u>(1)</u>	S <u>(1)</u>
Boat Ramps	S	S
Breakwaters or Jetties	S	S
Shoreline Protective Structures	S <u>(1)</u>	S <u>(1)</u>
Floating Docks and Platforms	A	A
Water Intake Lines	S	S
<b>Notes:</b>		
<u>(1)</u> Accessory Structure(s) shall also comply with the requirements of Placer County Code Article 12.32 “Lake Tahoe Shorezone”		





# TBAP Implementing Regulations Amendments – Others/Misc.

## Miscellaneous Cleanup

- To provide more clarity across the document
- Address typos or other minor errors

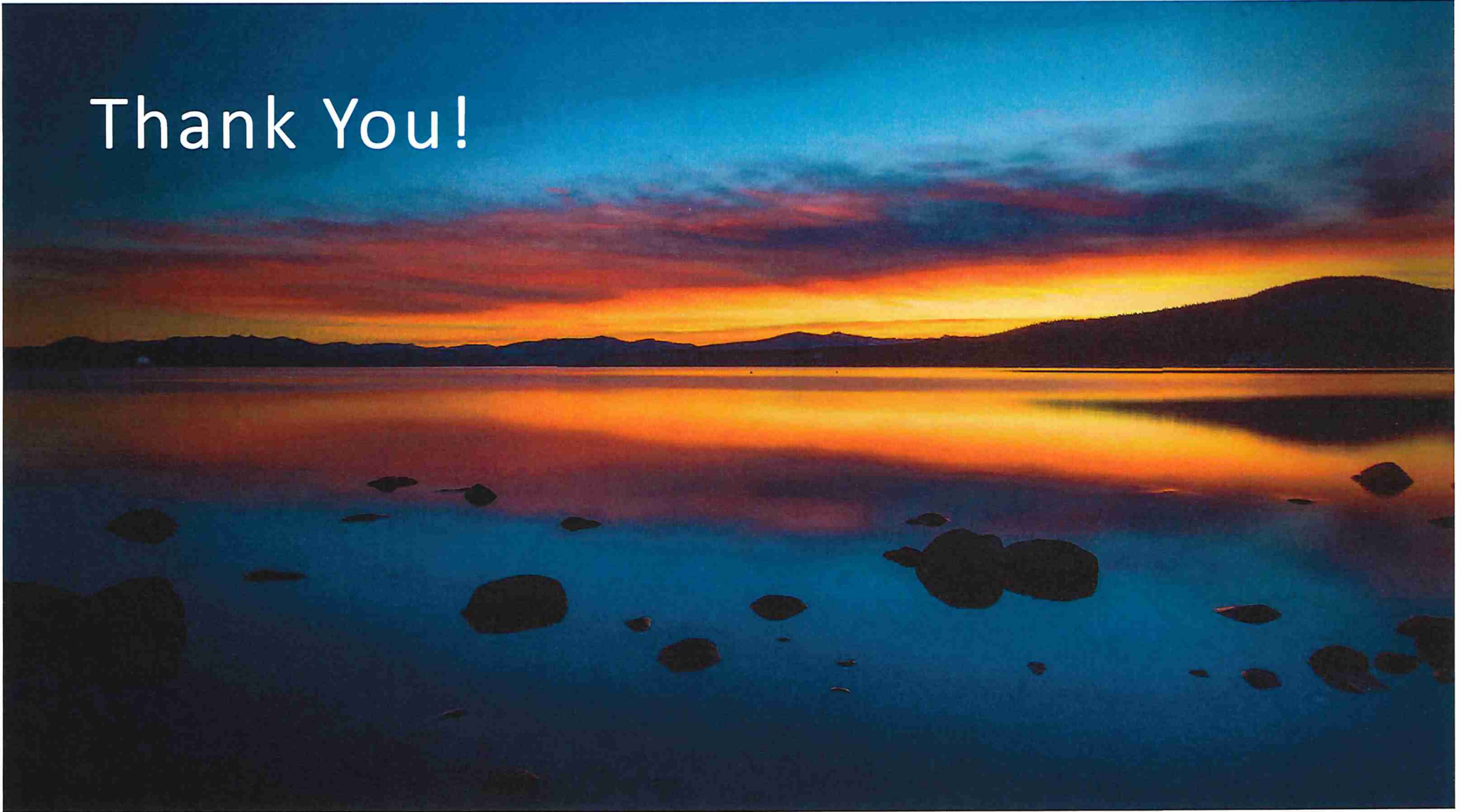
## California Environmental Quality Act | CEQA:

- Proposed Amendments are subject to CEQA
- Will be reviewed in accordance with the requirements of the CEQA Guidelines + State Law

# Next Steps

- **Public Outreach:**
  - North Lake Tahoe Resort Association
  - North Tahoe Business Association
  - Tahoe City Downtown Association
- **North Tahoe Regional Advisory Council October 13<sup>th</sup>**
- **Planning Commission** hearing targeted for November
- **Board of Supervisors** targeted for December
- **TRPA hearings** → targeting 2023 from January to March:
  - Lake Tahoe Regional Plan Implementation Committee (RPIC)
  - TRPA Advisory Planning Commission (APC)
  - TRPA Governing Board
- **Final approvals** expected by March 2023

Thank You!





# Tahoe City Downtown Association Annual Report







## MISSION

The Tahoe City Downtown Association looks to serve as the local voice in the promotion and enhancement of the Tahoe City community and its businesses

## VISION

To create a more vibrant and prosperous place to live, work, play, and visit.

## FOCUS AREAS

- Produce great events to strengthen, engage, and build community
- Implement creative marketing to promote Tahoe City as THE happening place on the lake
- Advocate for a better Tahoe City through community design
- Serve as a catalyst for innovation and economic vitality
- Strengthen TCDA's capacity in order to support our community building vision





## Board of Directors

Robb Olson- Land to Living, *President*  
Gail Scoville- TCPUD, Kiwanis, SnowFest!, *Treasurer*  
Kendall Galka- McClintock Accountancy, *Secretary*  
Katherine Hill- The Tahoe Weekly Magazine, *President Emeritus*

Gary Davis- JK Architecture Engineering  
Melissa Siig- Tahoe Art Haus & Cinema  
Jennifer Schaller- MOBO Law  
Meghan Polite- Tahoe Fullers

## Staff

Katie Biggers, Executive Director  
Christabel Larson, Office Manager





# NLTRA CONTRACT 2022/2023

\$100,000

1. Serve as a catalyst for Economic and Community Vitality
  - Tahoe City Beautification Projects
  - Encourage new business and support existing businesses
  - Support and connect businesses to each other and to resources that strengthen businesses and the community
2. Lead efforts regarding Events, Promotions, and Marketing
  - Attract visitors and residents to Tahoe City to enhance the downtown experience and support the community
  - Build awareness of the District through TCDA-produced events
3. Stay involved in Community Issues
  - Participate and provide feedback in community issue meetings
  - Engage on relevant local issues impacting economic and social well being





## Main Street Philosophies

The National Main Street Center is a subsidiary of the National Trust for Historic Preservation. The Center was started in 1980 in response to the rise of suburban shopping malls, which pulled away shoppers and diners from downtown districts that found it hard to compete.

The Main Street model is organized around four points:

- Economic Vitality (attracting new businesses and development while helping existing businesses thrive)
- Design (the look and feel of downtown)
- Promotion (bringing people to the downtown)
- Organization (building a sustainable organizational structure)





## 4-Point Main Street Focus Areas

- Economic & Community Vitality
- Community Design
- Events, Promotions + Marketing
- Organization







# Organization

- 2.5 Staff (ED, Office Manager & Events/Volunteer Coordinator)
- 3 Contracted Third Party, Social, HR and Accounting
- 8-person dedicated volunteer Board of Directors
- 2,000 volunteer hours to Tahoe City by over 100 active volunteers
- Cultivated \$70,000+ in grants for Tahoe City
- 215+ members (Record levels, 33% increase since 2015, 12% of annual budget)
- New and improved TCDA Membership Recruitment CRM Software "Memberzone"



# Tahoe City Downtown Lighting

Upgraded to 100% LED Lights for the  
Downtown Tahoe City Lighting Program

New LED lights use less than 25% of the  
energy of the previous incandescent lights



# Downtown Lighting Program Improvements

- Secured funding for maintenance of the Big Tree from TC Marina and MJD Capital Partners
- Outreach to Tahoe City Rotary Club to plan tree lighting ceremony





# Flower Program

## Tahoe City Flower Baskets

- Managing Flower Basket Program
  - Maintenance of Watering Cart
  - Supplies
  - Basket Formation and scheduling of volunteers
- Created grant report for Flower Basket Program- TTCF
- \$5000 Grant awarded for Flower Basket Program- TTCF
- Grant application and award for Flower Basket Program from Kiwanis
- Met with Tahoe Tree Company to discuss the future of the Flower Basket Program. TCDA will work on a cost-share/marketing plan for Tahoe Tree Company for next year as well as new baskets



# New Business Survey & Business Resources

TCDA Board of Directors & the Business Advocacy Committee will survey 50+ Business In Tahoe City.

Looking to present results at our November Membership party

**TAHOE CITY** Local Business Survey

Your Name and Position/Title: \_\_\_\_\_  
Business Name/Type: \_\_\_\_\_  
Years in business in Tahoe City: \_\_\_\_\_  
List any additional business locations outside of Tahoe City: \_\_\_\_\_

Business Assessment

1) Do you experience seasonal ups and downs in your business? When?  
2) What do you think would help keep things stable?  
3) What are your biggest challenges maintaining and/or opening a business in Tahoe City? What do you think would help?

10) Is there anything currently happening within the town center that is hurting or helping your business?  
11) What are your thoughts on parking and pedestrian traffic in Tahoe City as it specifically relates to your business?  
12) What types of businesses do you think would do well in Tahoe City?

Business Resources

4) Have you ever attended a business training workshop hosted by local business associations, North Lake Tahoe Resort Association, Sierra Small Business Development Center or Placer County?  
5) What marketing efforts and/or platforms have you found most successful for your business?  
6) Have you utilized any local business association marketing offers? If so, what was the result?  
7) What are some challenges you face, if any, with employees?

13) What types of new businesses would you like to see in Tahoe City?  
14) What do you think will help bring in new businesses?  
15) What do you think would benefit the business community and economic development in Tahoe City?  
 Public art  
 Development of cultural & arts facilities  
 Improvements to existing lodging  
 Development of new lodging/hotels  
 Innovative Public Transit Solutions  
 More Retail  
 More Restaurants  
 More off-season events  
 Permitting assistance  
 Business trainings & workshops  
 Improved town way-finding  
 Financial assistance or incentives for commercial building improvements  
 Other

Doing Business in Tahoe City

8) Do things like winter lights and flower baskets help your business?  
9) What improvements could be implemented in the town center that would help your business?

Other comments: \_\_\_\_\_

# Marketing and Promotions

TCDA continued using our marketing assets to share

- Messages of Responsible Tourism
- Business Highlights and Promotion
- Resource Sharing for businesses and the community

Summary of highlights for (3) months:

- 808 + new followers on combined channels
- 178K + impressions for posting up by 25% y/y on Facebook
- 658K + impressions on Instagram
- Stories had an additional 400K impressions
- total impressions on combined channels was 1.2 million
- Organic reach was 144K, up by 32% y/y
- Engagement was up by 50%
- 487 pieces of content shared (130 posts & 357 stories)





## Events

The production, promotion, implementation and evaluation of high quality community events are a cornerstone of TCDA. In 2022, TCDA sponsored over 20 signature events and contributed to a variety of partner events including SnowFest!, Tahoe City Wine Walk, Lake Tahoe Dance Festival, Alpenglow Mountain Festival, SWEF Film Festival and Farmers Markets.

# Events

March: Support of Tahoe City SnowFest Events!

May-Sept: Tahoe City Farmers Market

June 4: Tahoe City Clean-Up Day

June 19- Sept. 4: Concerts at Commons Beach (12 total)

June 9-19: Tahoe City Solstice Festival & Tahoe City Wine Walk

July 4: 4<sup>th</sup> of July Concert Series in lieu of Drone Show

Aug. 8: Tahoe City Days Birthday Celebration

Sept. 4: Tahoe City Labor Day Drone Show

Sept. 24: Tahoe City Oktoberfest

Oct. 1-31: Scarecrows on Parade

November: TCDA Membership and Volunteer Party

Nov. 26: Tahoe City Holiday Hop / Small Business Saturday

Nov-Dec: Shop Local Holiday Promotions



# SPONSORS

A purple banner for the Tahoe City Food & Wine Classic. The central logo features the text "Tahoe city food & wine Classic" in a mix of fonts, with a fork and wine glass icon. Surrounding the logo are various sponsor logos including:

- TAHOE CITY MARINA LAKE TAHOE • CALIFORNIA
- JK ARCHITECTURE ENGINEERING
- MOBO LAW
- TAHOE LUXURY PROPERTIES
- TAHOE DAVES SALES & SERVICE
- north lake tahoe
- Placer
- nimble
- TAHOE WEALY
- Save Mart
- ATOMIC
- BOATWORKS

A blue and white banner for the Tahoe City Oktoberfest 2022. The central logo features a beer mug and a pretzel with the text "oktoberfest tahoe city 2022". The banner includes the following information and logos:

**SATURDAY, SEPTEMBER 24**  
12PM – 5PM

**LAYTON PARK, GATEKEEPER'S MUSEUM**  
130 WEST LAKE BLVD., TAHOE CITY

Sponsors include:

- TAHOE CITY MARINA LAKE TAHOE • CALIFORNIA
- PLUMAS BANK
- MOBO LAW
- TAHOE FOREST HEALTH SYSTEM
- Sunnyside RESTAURANT & LODGE
- WOODSTOCK TAVERN & GRILL
- THE INN
- TAHOE CITY KNIGHTS CLUB
- TAHOE FIT
- PLUMAS BANK
- JAM CELLARS
- TAHOE WEALY
- Save Mart
- ATOMIC
- TAHOE WEALY
- Save Mart
- TAHOE WEALY
- Save Mart



# The Future of the Tahoe City Downtown Association

- Continue to produce premier events in Tahoe City
- Empower the Business Advocacy Committee to take on projects to improve Economic Vitality in Tahoe City
- Inform and engage members on projects in Tahoe City
- Continue to collaborate with our community partners
- Serve as the local voice to make Tahoe City a vibrant and prosperous place to live, work, play, and visit.

An aerial photograph of a resort building and parking lot, overlaid with a semi-transparent blue rectangle. The background shows a large lake on the left, a dense forest of evergreen trees, and a parking lot with several cars. The resort building is a large, multi-story structure with a gabled roof. The text "THANK YOU" is centered in the blue rectangle in a large, white, sans-serif font.

# THANK YOU

NLTRA for your time, support and financial resources to support & advance the efforts of the TCDA!





Annual Update to  
North Lake Tahoe Resort  
Association  
Board of Directors

Presented by Alyssa Reilly  
Executive Director  
October 5, 2022

# Fundamentals

## **Mission**

Improve economic vitality and quality of life

## **Purpose**

1. Support Businesses | 2. Market District

## **District**

Carnelian Bay | Crystal Bay | Tahoe Vista  
Kings Beach



# Main Street Approach

4 FOCUS AREAS

1. Community Vitality

2. Communications + Marketing

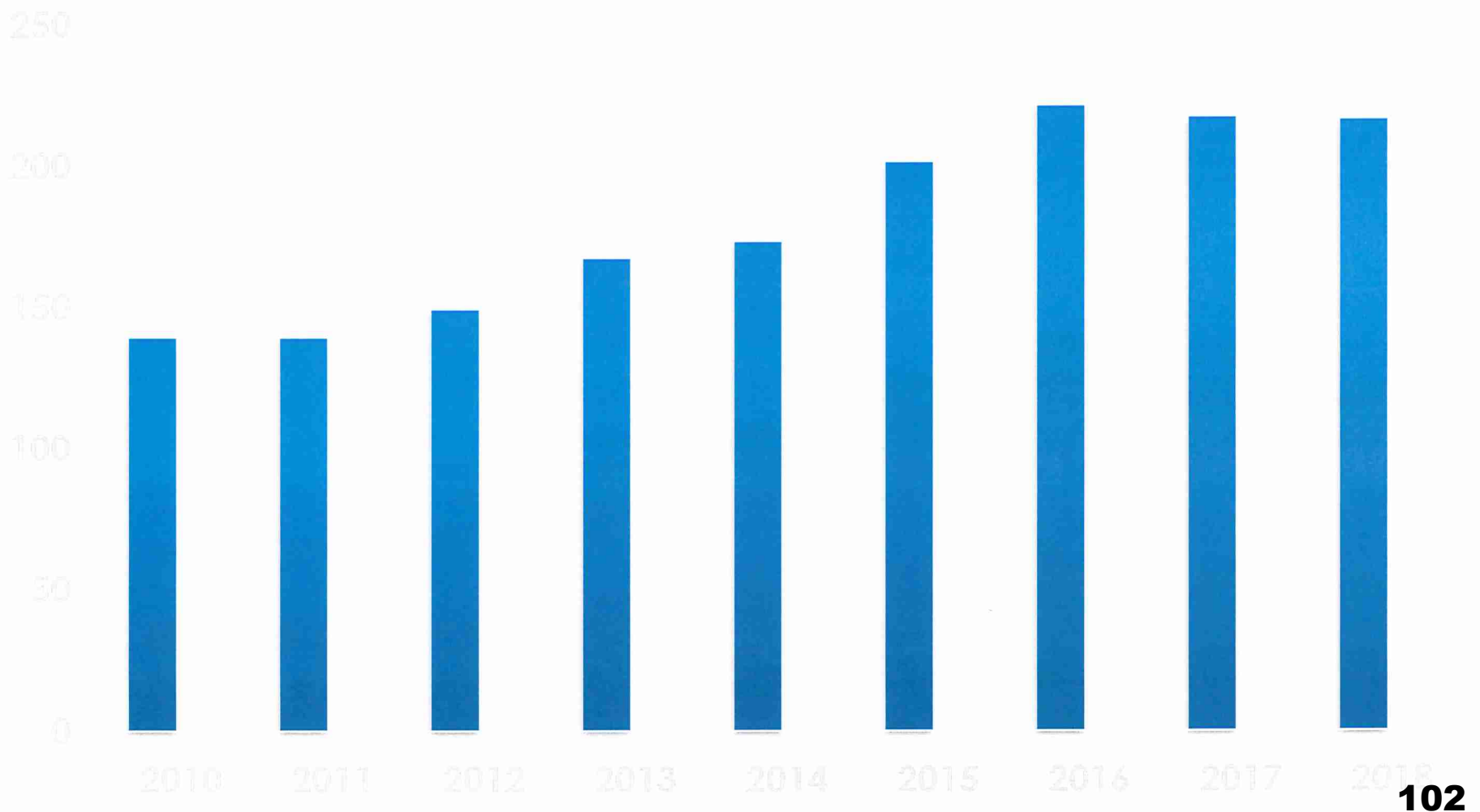
3. Community Design

4. Administration +  
Organizational Capacity



# Membership

32% Growth in members since 2012  
5% growth in the past year  
From 212 to 223 Members



# Marketing and Events







March 2022  
22 Creative Entries  
2,000+ Spectators



# Music on the Beach



8 concerts July-August 2021  
BACK LIVE! After COVID and  
Virtual Vibes

- 30% increase est. attendance
- 58% increase in gross revenue



# Community Events





# Community Events

**PASSPORT**  
*(to) Dining*



Looking forward to bringing Passport to Dining back for 2022



# TBID

- NTBA's support and involvement in education for our district and NTBA's membership base
- Working alongside NLTRA and NLTRA Staff to engage our business community in the petition drive
  - One on one meetings with members
  - Collections of signatures
- Speaking at all public meetings in support of TBID benefits to the community
- Continued help with collections for our members throughout the first year



# Community Focus/Voice



**Listening to and Engaging with our  
Community More than Ever on their  
wants and needs and desires.**



# Community

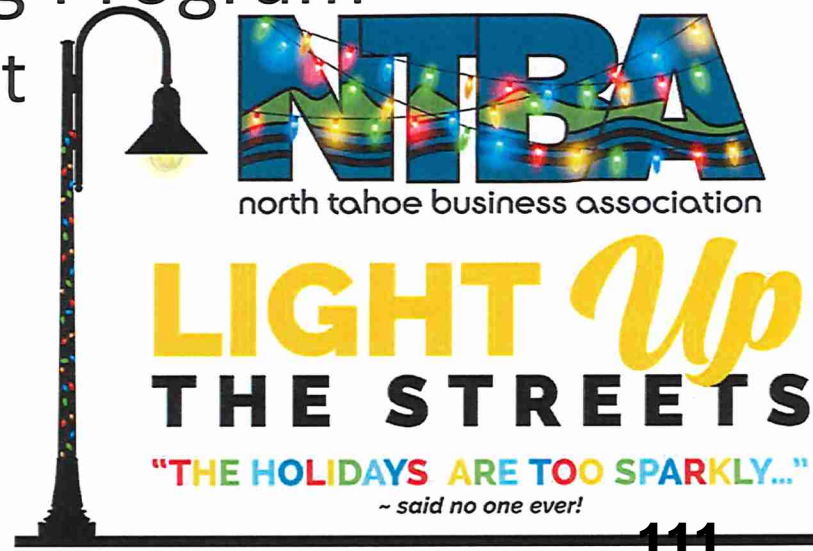
- Listening to our Community and creating efficient strategies:
  - Trash Mitigation - Opportunity with Clean Tahoe
    - More Pick Ups
    - Added Bins throughout Summer
  - Graffiti- Creation of Ambassador program with focus on that
  - Parking Issues- working with Placer County Staff and Sheriff on enforcement and future opportunities
  - Engagement with Hispanic Community
    - Events/Marketing
    - Representation





# Community Design

- Art Programs
  - Working on mural program along with Arts for the Schools
  - Revamp of current murals
- Clean Up Days
  - Increased to 2 time per year
- Community Holiday Lighting Program
  - 2021 Holiday lighting contest
  - Streetlight pole program



# Economic Vitality

- Parking Management- RTTP
- Catalyst Projects
  - KB Center/39 North
  - Revitalize Biltmore
  - Roundabout Project- Western Approach
  - Lower Secline



# Other important tasks and new opportunities

- Refreshed NTBA Strategic Plan 2020-2022
  - New refresh/plan in progress
- Year in Review - First ever!
- Transportation Initiatives- parking management
- Continued engagement with Hispanic Community
- Benefit Assessment District Opportunity
- Continued Collaboration + Leadership
- TBID Implementation
  - TOT Opportunity



# Thank you for your support



[NorthTahoeBusiness.org](http://NorthTahoeBusiness.org)

Photo Credit:  
Generikal Design  
Ryan Salm  
SilentA  
Britt von Steinen