

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

Adam Wilson, Northstar California | **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/3cCQMZS> 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

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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. **[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.

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

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

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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

- 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

8:45 a.m.

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6. Action Item:

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

B. Review and Approval of minor corrections in Bylaws - Tony

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

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10:15 a.m.

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7. Informational Updates/Verbal Reports:

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

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

C. Staffing introductions and update

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, 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

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



north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: 09/01/2022

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. 2022.09 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 SEPTEMBER 7, 2022 TO OCTOBER 6, 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 2022.09

RESOLUTION NO. 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 SEPTEMBER 7, 2022 TO OCTOBER 6, 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

Board of Directors – Draft Meeting Minutes – August 3, 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 DeGroff**, 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, Jim Phelan, Jill Schott, Melissa Siig, Adam Wilson, Mike DeGroff, Samir Tuma, and Alyssa Reilly. A quorum was established. Advisory member Jeff Cowen also participated. Tom Turner and Ray Villaman arrived at 8:42 AM Stephanie Hoffman arrived at 9:02 AM.

Board members absent

Colin Perry, Kevin Mitchell, and David Lockhard

Staff Members in attendance

Tony Karwowski, Anna Atwood, and DeWitt Van Siclén

Others in attendance

Included Jess Weaver, Andrew Pappas, Joy Doyle, and Thomas Cornwell. There may have been others attending electronically who did not introduce themselves.

2. Approval of Resolution 2022.08

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 AUGUST 3, 2022 TO SEPTEMBER 2, 2022 PURSUANT TO BROWN ACT PROVISIONS.

Motion to adopt Resolution 2022.08. WILDEROTTER/PHELAN/Motion carried unanimously by Roll Call vote.

3. Public Forum

There were no comments on items not on today's agenda.

4. Agenda Amendments and Approval [ACTION]

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

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

5. Election of New Chair [ACTION]

Karwowski reported Deidre Walsh has resigned and Northstar appointed Adam Wilson as its representative to the Board.

Motion to appoint Adam Wilson as Chair of the NLTRA Board. TESTER/PHELAN/Motion carried by Roll Call vote with Wilson abstaining.

6. 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 June 1, 2022 [Link to preliminary online document](#)

B. NLTRA Emergency Board Minutes from July 8, 2022

C. NLTRA Financial Statements, May 31 and June, 30 2022

D. Review and Approval of Sierra Nevada Alliance Contract

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

- Finance Committee Meeting July 27, 2022
- Tourism Development Committee May 24, 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/SIIG/Motion carried unanimously by Roll Call vote.

7. Action Item

A. Procurement Policy amendment – Tony

Karwowski presented the amendment to the Procurement Policy adopted in April 2022. The amendment increases the dollar amount the CEO can authorize.

Motion to approve the amendment as presented/WILDEROTTER/VILLAMAN/Approved unanimously by Roll Call vote.

B. Changing of Bank Signatories - DeWitt

Motion to appoint Tony Karwowski, Dan Tester, Jim Phelan as signers on the Co-op accounts and Tony Karwowski, Dan Tester, Jim Phelan, Andy Chapman, Greg Long, and Kim Brown as signers on the NLTRA accounts.

PHELAN/WILDEROTTER/Motion carried unanimously by Roll Call vote.

8. Informational Updates/Verbal Reports:

A. Organization Chart/Hiring update and Introduction of Kimberly Brown - Tony

Karwowski presented a Power Point describing revisions to the NLTRA organization chart and staffing. He explained the tasks of the four departments under the CEO. Kim Brown has been hired to fill the newly created Director of Business & Community Relations position.

Discussion followed as the chart was clarified, including the role of each department and related staff. There are some vacancies to be filled. There have been some good local candidates, but the lack of housing and related labor shortage is making hiring difficult. Schott suggested investigating what a “livable wage” in Tahoe is in order to be competitive.

Discussion continued. Turner said that until major housing solutions are addressed, and given the high cost of living, the situation will continue. The governing agencies need to allow employee housing to be built. Turner also feels a “bullet proof” marketing campaign is needed. Billboards should be in San Francisco, not on Interstate 80. Trash is an issue. More consideration needs to be given to what people want and how they enjoy their vacation.

Tuma noted discussions about other ways the Chamber can serve the business community. For example, businesses can come together under the Chamber to increase buying power for insurance. Now that NLTRA is funded by TBID, the organization can advocate for the community to the County to bring about real housing solutions.

B. Communications Update – JVP

Jess Weaver has been working with Karwowski and Burke to align and support communications, particularly with the shift to focus on stewardship. She reviewed the variety of strategies used in Q3 and Q4 to educate residents, businesses, and visitors about the NLTRA’s changing role and reorganization.

C. NLTRMC & In-Market 22/23 Strategy Overview – Augustine - 30 minutes

Cathy Nanadiego from Augustine Agency described the in-market strategy. She explained Augustine handles the consumer side, whereas JVP addressed the community and public relations components.

Nanadiego reviewed the objectives and details of campaigns for the Co-Op and NLTRA, including digital and print media.

Discussion followed clarifying the communications and marketing plans and budgets.

D. NLTRA Updates: Renaming process, Grant Process, Bylaw change Notification, TOT committee seat membership vote

Karwowski reminded the group of the contract with Coraggio to complete the reorganization of NLTRA and renaming process.

Zone 1 and TBID Committees have been formed and are developing the application process to allocate funds. The TOT Committee is being formed and discussions on how the CAP Committee fits in continue. There have been conversations about streamlining the application process to make the granting process easier and more efficient for applicants, staff, and the Committees.

The Board discussed the proposed process. Irelan sees both pitfalls and opportunities as grants are often written to request specific funding. The roadmap for grant allocations has always been the Tourism Master Plan, but that does not address current priorities. It needs to be updated and that is a big and very complex responsibility. Discussion continued on strategies to implement the TBID and allocate funds.

Karwowski reported the ballot to revise the Bylaws to increase the TOT Committee from 5-7 seats to 11-13 will go to the membership this week. At least 10% of the 5000 members must return the ballot and the question must be approved by 50% + 1.

9. Reports/Back up – The following reports are provided on a monthly basis by staff and can be pulled for discussion by any Board member.

- A. Destimetrics Report, June, 2022**
- B. Conference Revenue Statistics Report, June 2022**
- C. Tourism Development Report on Activities, June 2022**
- D. Reno Tahoe Airport Report, June 2022**
- E. Visitor Information Center Report, June 2022**
- F. North Lake Tahoe Marketing Coop Financial Statements, June 2022**
- G. Membership Accounts Receivable Report June 2022**
- H. Financial Key Metrics Report June 2022**

There were no questions or comments.

10. CEO and Staff Updates

Karwowski presented his report. The 4th of July drone shows that were postponed due to high winds will be featured on September 2nd in Kings Beach and September 4th in Tahoe City. Reilly described the shows and logistics.

The Annual Membership meeting will be a luncheon or “mixer” in October. Details are being worked out.

11. Directors Comments

Siig commented that Tahoe City was “dead” over the 4th of July. The drone show was cancelled and there were no other events scheduled to bring people into town.

12. Meeting Review and Staff Direction

Karwowski will reach out to those wanting to participate in an upcoming meeting about renaming NLTRA.

13. Closed Session

Closed Session was not convened.

14. Adjournment

There being no further business to come before the Board, the meeting adjourned at 11:00 AM.

Respectfully submitted,

Judy Friedman

Recording Secretary

THE PAPER TRAIL SECRETARIAL & BUSINESS SOLUTIONS

NORTH LAKE TAHOE RESORT ASSOCIATION (NLTRA) Employee Expense Report

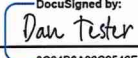
Month Yr June 2022
Employee Karwowski, Tony

POSTING DATE	DOC REF	VENDOR	RECEIPT OR INVOICE #	PURPOSE	PAID BY CC	OUT OF POCKET	BUDGET CODE
06.16.2022	A	North Tahoe Event Center	93739-001261	NLTRA interview panel space	\$1,500.00		8750-00/70
	B	Epic Pass	2084510010127	Season ski pass, recreation benefit.		\$400.00	5070-00/Alloc
	C						
	D						
	E						
	F						
	G						
	H						
	I						
	J						
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	X						
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
MILEAGE REIMBURSEMENT

	Attach 1	Mileage	See Attached Mileage Report		\$42.12	8700-00-70
			Mileage Reimbursed Through Payroll			
TOTAL - CREDIT CARD EXPENSES					\$1,500.00	
TOTAL - EXPENSES TO BE REIMBURSED (OUT OF POCKET)						\$442.12

Signed By: 
Date: 7/13/2022

Approved By: 
Date: 9/1/2022

ACCOUNTING

DATE RECEIVED	DATE ENTERED	Accounting Manager APPROVAL	Accounting Manager APPROVAL DATE	DATE SCANNED
			7/13/2022	

NORTH LAKE TAHOE RESORT ASSOCIATION (NLTRA) MILEAGE REIMBURSEMENT

EMPLOYEE NAME: Karwowski, Tony

REPORT MONTH: Jun-22

REF	DATE	START	END	# MILES	ROUND TRIP		REASON FOR TRAVEL
					YES	NO	
A	6/1/2022	TC	KB	18	x		BOD Meeting
B	27-Jun	TC	KB	18	x		Interviews
C	6/28/2022	TC	KB	18	x		BOS meeting
D	6/30/2022	TC	KB	18	x		Interviews
E							
TOTAL MILES SUBMITTED:				72.00			
MILEAGE RATE PER MILE				\$ 0.585			
TOTAL MILEAGE REIMBURSEMENT DUE				\$ 42.12			

**BANK OF THE WEST**
BNP PARIBASBANKCARD CENTER
PO BOX 84043
COLUMBUS GA 31908-4043

MEMO STATEMENT

Account Number	XXXX-XXXX-0183-4849
Statement Date	JUN 28, 2022
Total Activity	\$1,500.00

**** MEMO STATEMENT ONLY ****
DO NOT REMIT PAYMENTANTHONY KARWOWSKI
N LAKE TAHOE RESORT
ATTN: DEWITT VN SICLEN
100 N LAKE BLVD
N LAKE TAHOE RESORT ASSOC
TAHOE CITY CA 96145-2273**ACCOUNT MESSAGES**

Your Bank of the West Mastercard includes an additional benefit: Mastercard ID Theft Protection with access to complimentary Identity Theft resolution services. The benefit also helps prevent identity theft by monitoring the Internet to identify compromised and potentially damaging use of personal information. To enroll your card, please visit: <https://mastercardus.idprotectiononline.com>.

ACCOUNT SUMMARY

ANTHONY KARWOWSKI XXXX-XXXX-0183-4849	Purchases & Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Account Total	\$1,500.00		\$0.00		\$0.00		\$1,500.00

ACCOUNT ACTIVITY

Posting Date	Transaction Date	Reference Number	Transaction Description	Amount
06-17	06-16	8271116216800000710610	NORTH TAHO* (1 OF 1 PA KINGS BEACH CA Tax ID: 941143428 Mer Zip: 96143 Product Code: 001261 Desc: North Tahoe Event Cent Qty: 1 Unit: Uni Disc: N Ext Item Amt: 1500.00	1,500.00

For Customer Service, Call:	Account Number	Account Summary	
	1-866-432-8161	XXXX-XXXX-0183-4849	Purchases & Other Charges
Send Billing Inquiries to: BANKCARD CENTER PO BOX 84043 COLUMBUS GA 31908-4043	Statement Date	Cash Advances	\$0.00
	JUN 28, 2022	Fees	\$0.00
	Credit Limit	Credits	\$0.00
	\$10,000	Payments	\$0.00
	Disputed Amount	Total Activity	\$1,500.00
	\$0.00		

IMPORTANT INFORMATION ABOUT THIS STATEMENT

Payments. You must pay at least the "Amount Due" by the "Payment Due Date." Charges, payments and credits received after the "Closing Date" will be included in your next statement. The letters "CR" following the "New Balance" amount indicate a credit balance - do not pay this amount. Payments must reach our BankCard Center during our regular business day in order to be credited on that date. Payments received after the cutoff times of 6:00 p.m. on a Friday (or Thursday if we are closed on Friday) or 4:00 p.m. on any other business day that we are open, or on a day we are not open, or at a branch open on Saturday, Sunday or bank holiday, are credited as of the following business day. Later cutoff times generally apply at branches with extended hours. Business days shall mean Monday through Friday, except for bank holidays. If you fail to properly make payments, crediting such payments may be delayed.

Order of Application. We will apply your payments first to any membership fee or other fees, next to any finance charge or late charge, next to any Cash Advances included in your "Previous Balance," then to Purchases in your "Previous Balances."

Unauthorized Use. In the event of possible loss, theft or unauthorized use, Company agrees to notify us immediately. Company may be liable for the unauthorized use of any Card issued under the Corporate Credit Card Agreement. If 10 or more cards are issued pursuant to the Corporate Credit Card Agreement, Company shall be strictly liable for any unauthorized use. If fewer than 10 Cards are issued pursuant to the Corporate Credit Card Agreement, Company will not be liable for unauthorized use of the Card which occurs after it notifies us orally at 1-866-432-8161, or in writing at BANKCARD CENTER, PO BOX 84043, COLUMBUS, GA 31908-4043 of loss, theft, or possible unauthorized use, and Company's liability for unauthorized use of the Card will not exceed \$50.00 per Card for use of a Card by anyone other than an Employee prior to notice to us. However, a Card in the possession and control of an Employee, even after his or her authority to use the Card has been revoked by Company, is not considered lost or stolen, and its use by such Employee is not unauthorized. Company must recover the Card from the Employee. Company agrees to assist us in determining the facts and circumstances relating to any unauthorized use of a Card.

6/16/22, 3:20 PM

File Print

From:
Cathy Becker
North Tahoe Event Center
Venue
(530) 546-7249
[email_protected]([cdn-cgi//email-protection])

Bill To: Anna Atwood
[email_protected]([cdn-cgi//email-protection])
Project: 6.27.22 North Tahoe Resort Association
Type CORP/CONFERENCE
Date Jun 27, 2022
Time 12:00 pm - 6:00 pm
Location Evergreen

PAYMENT CONFIRMATION

You've completed 1 of 1 payments / Retainer for "6.27.22 North Tahoe Resort Association Proposal"

INVOICE	#93739-001261
TOTAL	\$1,500.00
CHARGE DATE	03:20 pm Jun 16, 2022
DUE DATE	Jun 16, 2022
PAYMENT METHOD	MasterCard (XXXX-4849)



ORDER CONFIRMATION

Confirmation Number: 2084510010127

Date of Purchase: January 27, 2022

Purchased By:

Anthony Karwowski

Customer ID: 8514051



AD Tahoe Local Pass 21/22

\$495.00

Pass #: 20567462805

Start Date/Arrival: 4/1/2021

Guest Name: Anthony Karwowski

Quantity: 1

NORTH LAKE TAHOE RESORT ASSOCIATION (NLTRA)

Employee Expense Report

Month/Yr July 2022
 Employee Tony Karwowski

POSTING DATE	DOC REF	VENDOR	RECEIPT OR INVOICE #	PURPOSE	PAID BY CC	OUT OF POCKET	BUDGET CODE
07.18.22	A	The Dam Café	120	Dam Café- Lunch w Kim Brown & Tony Karwowski	46.68		
07.19.22	B	NTEC	93739-001294	NTEC-	505.00		
	C						
	D						
	E						
	F						
	G						
	H						
	I						
	J.1						
	K.1						
	L						
	M						
	N						
	O						
	P						
	Q						
	R						
	S						
	T						
	U						
	V						
	W						
	X						
	Y						
	Z						
MILEAGE REIMBURSEMENT							
	Attach 1		Mileage	See Attached Mileage Report		0.00	8700-00-70
				Mileage Reimbursed Through Payroll			
TOTAL - CREDIT CARD EXPENSES							
TOTAL - EXPENSES TO BE REIMBURSED (OUT OF POCKET)						-	

Signed By: Anthony Karwowski Dan Tester Treasurer
35596ABDC099464... 8664B0A88C2548F5...
 Date: 8/26/2022 9/1/2022

DocuSigned by:
DeWitt Van Siden
273FD337858A46A...
 Approved By: _____
 Date: 8/26/2022

ACCOUNTING					
DATE RECEIVED	DATE ENTERED	CFO APPROVAL	CFO APPROVAL DATE	DATE SCANNED	



BANKCARD CENTER
 PO BOX 84043
 COLUMBUS GA 31908-4043

MEMO STATEMENT

Account Number XXXX-XXXX-0183-4849
 Statement Date JUL 28, 2022
 Total Activity \$551.68

** MEMO STATEMENT ONLY **
 DO NOT REMIT PAYMENT

ANTHONY KARWOWSKI
 N LAKE TAHOE RESORT
 ATTN: DEWITT VN SICLEN
 100 N LAKE BLVD
 N LAKE TAHOE RESORT ASSOC
 TAHOE CITY CA 96145-2273

ACCOUNT MESSAGES

Your Bank of the West Mastercard includes an additional benefit: Mastercard ID Theft Protection with access to complimentary Identity Theft resolution services. The benefit also helps prevent identity theft by monitoring the Internet to identify compromised and potentially damaging use of personal information. To enroll your card, please visit: <https://mastercardus.idprotectiononline.com>.

ACCOUNT SUMMARY

ANTHONY KARWOWSKI XXXX-XXXX-0183-4849	Purchases & Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Account Total	\$551.68		\$0.00		\$0.00		\$551.68

ACCOUNT ACTIVITY

Posting Date	Transaction Date	Reference Number	Transaction Description	Amount
07-20	07-18	55432862200200901331727	TST* The Dam Cafe Tahoe City CA Tax ID: 454168768 Mer Ref: 00023577007838522 Mer Zip: 96145	46.68
07-19	07-18	82711162199000008777507	NORTH TAHOE* (1 OF 2 PA) KINGS BEACH CA Tax ID: 941143428 Mer Zip: 96143 Product Code: 001294 Desc: North Tahoe Event Cent Qty: 1 Unlt: Uni Disc: N Ext Item Amt: 505.00	505.00

For Customer Service, Call:	Account Number	Account Summary
1-866-432-8161	XXXX-XXXX-0183-4849	Purchases & Other Charges \$551.68
	Statement Date	Cash Advances \$0.00
Send Billing Inquiries to: BANKCARD CENTER PO BOX 84043 COLUMBUS GA 31908-4043	JUL 28, 2022	Fees \$0.00
	Credit Limit	Credits \$0.00
	\$10,000	Payments \$0.00
	Disputed Amount	Total Activity \$551.68
	\$0.00	

Liz Neal

From: The Dam Cafe <no-reply@toasttab.com>
Sent: Monday, July 18, 2022 11:34 AM
To: Tony Karwowski
Subject: Tell us how we did and review your receipt for Order #120 at The Dam Cafe


Thank you for your order. Below is a receipt for your recent visit to The Dam Cafe.
[trouble viewing this email?](#)


The Dam Cafe
55 W Lake Blvd
Tahoe City, CA 96145
530-581-0278

Take Out

Tony 530-448-3908

Server: Jennifer C
Check #120
Ordered: 7/18/22 11:33 AM

How was your visit?


TASTY TURKEY	\$14.95
SLICED SOURDOUGH	
TASTY TURKEY	\$14.95
SLICED SOURDOUGH	
NO RED ONION	
2 BARBEQUE	\$6.50
Subtotal	\$36.40
Tax	\$3.00
Tip	\$7.28
Total	\$46.68

Input Type C (EMV Chip Read)
MASTERCARD xxxxxxxx4849

Transaction Type Sale
Authorization Approved
Approval Code 006640
Payment ID kgLTdgkksmqJ
Application ID A0000000041010
Application Label MASTERCARD
Terminal ID 7ffeebb799b32cea
Card Reader BBPOS

ANTHONY KARWOWSKI

Thank You!

Come again soon!

Download the Toast TakeOut app
Food you love without the wait.



© Toast, Inc. 2022. All Rights Reserved.
[Privacy Statement](#) | [Terms of Service](#)

Payment confirmation:

You have submitted a payment (1 of 2 payments / Retainer) to Cathy at North Tahoe Event Center.

Invoice #93739-001294

Total \$505.00

[VIEW INVOICE](#)



Cathy Becker & Charlotte Croley
Wedding Mavens
Cathy@NorthTahoeEvents.com
Charlotte@NorthTahoeEvents.com
North Tahoe Event Center
8318 North Lake Blvd
Kings Beach, CA 96143
Charlotte (530) 546-7249
Cathy (775) 843-8769



north lake tahoe

Chamber | CVB | Resort Association

Date: 9/1/2022

To: North Lake Tahoe Resort Association (NLTRA) Board of Directors

From: DeWitt Van Siclén, Accounting Manager

RE: Report on Financial Results for July 31, 2022

Update to June 30, 2022 Financials

- AR – Other balance increased by \$50,000 due to Business Association Grant funding overpayment
- AR – TBID balance increased by \$149,000 to adjust for updated collections forecast
- Accounts Payable balance increased by \$141,000 primarily due to a bill owed to Placer County for costs associated with TBID collections for the fiscal year
- Due to/from Placer County balance increased by \$1,195,000 to reflect TOT funds owed back to Placer County at the end of the fiscal year:
 - \$332,000 from Designated Marketing Reserve
 - \$101,000 from Cash Flow Reserve
 - \$50,000 from Marketing Cash Reserve
 - \$145,000 from Deferred Revenue - County
 - \$566,000 in unspent TOT funds received in FY21/22
- The Due to/from Placer County balance on the balance sheet does not reflect the \$849,000 additional TOT funds that had been allocated at the beginning of the fiscal year to the NLTRA but were not budgeted for use by the NLTRA. These funds were immediately directed to the Workforce Housing & Transportation fund.
- Anticipated increase to the Due/To From Placer County balance will include approximately \$277,000 from unspent NLT Marketing Coop contributions pending review of the NLT Marketing Coop.
- Total estimated funds returned to Placer County for use in Workforce Housing & Transportation will be \$1,472,000.

A summary of preliminary NLTRA financial results for July 31, 2022 follows:

- Cash balance on July 31, 2022 of \$5,424,000 was \$3,480,000 greater than prior year due primarily to an increase in NLT TBID Net Assets of \$4,935,000, an increase in Net Income of \$398,000 offset by an increase in Receivables of \$1,017,000 a decrease in TOT reserves of \$483,000, a decrease in the Due To/From Placer County balance of \$285,000, and a decrease in Accounts Payable of \$50,000 and a decrease in Payroll Liabilities of \$39,000. Other changes to cash include a decrease in Inventory of \$9,000, a decrease in Prepaid Expenses of \$11,000, an increase in Accrued Expenses of \$12,000, and a decrease in Deferred Revenue – Member Dues of \$10,000.
- Accounts Receivable (QB) balance of \$5,000 was up relative to last year by \$4,000.
- Accounts Receivable – TBID balance of \$1,381,000 was greater than prior year by \$1,381,000 due to more accurate revenue tracking for the NLT TBID.
- The Accounts Receivable – TOT balance was \$0. The balance at this date last year was \$432,000.

- Membership dues receivable totaled \$44,000, which reflects an increase of \$2,000 from prior year. The Allowance for Doubtful Accounts balance of \$1,000 was \$9,000 less than prior year. An adjustment to the Allowance for Doubtful Accounts is being reviewed.
- Receivable for NLTMC of \$1,000 was \$5,000 lower than prior year.
- AR Other balance of \$62,000 was higher than prior year by \$59,000 primarily due to overpayment of Business Association Grant funding that is due back to the NLTRA.
- Retail Inventory totaled \$18,000, which reflects a decrease of \$9,000 from prior year.
- Prepaid Expenses of \$10,000 decreased by \$11,000 from prior year primarily due to the timing of insurance payments.
- Accounts Payable of \$271,000 was \$50,000 lower than prior year.
- Accounts Payable – Other balance of \$24,000 reflects unrealized revenue due back for member dues invoices paid by TBID-assessed businesses prior to the start of the TBID.
- Wages and related liabilities of \$100,000 were \$39,000 lower than prior year. This is primarily the result of reduced staffing offset as well as a shorter month end accrual period.
- Accrued expenses of \$125,000 were \$12,000 higher than prior year. This balance primarily consists of a portion of the 2022 Spartan event sponsorship.
- Deferred Revenue-Member Dues of \$36,000 was down \$10,000 from last year due to lower membership levels.
- Due To/From County balance of \$1,195 was \$285,000 lower than prior year. This balance reflects the unspent prior year TOT funding that is due back to Placer County.
- TOT-funded Reserve balances of \$0 are \$483,000 lower than prior year. Those funds are due back to Placer County.
- NLT TBID Net Assets balance of \$4,935,000 are higher than prior year by \$4,935,000.
- YTD consolidated net income of \$243,000 at July 31 reflected a \$397,000 increase from prior year negative results of (\$155,000), and represents TBID net positive results of \$237,000 YTD and Membership's net positive results of \$6,000.
- TBID Collections of \$5,464,000 reflected collection of payments made through August, and does not include any collections for FY2022/23.
 - Zone 1 collections totaled \$897,000, or 16.4% of the total.
 - Updated forecasts for TBID collections are anticipated to be approximately \$5,810,000, based on pre-pandemic comparisons between Q2 and Q4 TOT collections.
 - The updated forecasts are primarily due to a robust first quarter, in which collections were originally anticipated to be significantly lower due to the inability to collect on any bookings made prior to the July 1, 2021 start date.
- Operating Results YTD – Marketing, Promotions, & Special Events (TBID)
 - TBID Revenue of \$253,000 was on budget.
 - Total expense of \$147,000 before overhead allocation was good to budget by \$52,000 primarily due to timing partially offset by increased salaries & wages.
 - Net results of \$106,000 before overhead allocation were good to budget by \$87,000.
- Operating Results YTD – Zone 1 Services (TBID)

- TBID Revenue of \$71,000 was on budget.
- Expenditures of \$2,000 before overhead allocation were good to budget by \$76,000 primarily due to timing partially offset by increased salaries & wages.
- Net results of \$69,000 before overhead allocation were good to budget by \$76,000.
- Operating Results YTD – Visitor Services & Visitor Centers (TBID)
 - TBID Revenue of \$35,000 was on budget.
 - Retail Revenue of \$15,000 was on budget.
 - Expenditures of \$25,000 before overhead allocation were good to budget by \$16,000 primarily due to timing.
 - Net results of \$17,000 before overhead allocation were good to budget by \$11,000.
- Operating Results YTD – Business Advocacy & Support (TBID)
 - TBID Revenue of \$27,000 was on budget.
 - Expenditures of \$3,000 before overhead allocation were good to budget by \$25,000 due to reduced staffing as well as timing.
 - Net results of \$24,000 before overhead allocation were good to budget by \$25,000.
- Operating Results YTD – Economic Development, Transportation, & Other Opportunities (TBID)
 - TBID Revenue of \$37,000 was on budget.
 - Expenditures of \$2,000 before overhead allocation were good to budget by \$39,000 due to timing.
 - Net results of \$34,000 before overhead allocation were good to budget by \$39,000.
- Operating Results YTD – Sustainability & Mitigation of Tourism Impacts (TBID)
 - TBID Revenue of \$16,000 was on budget.
 - Expenditures of \$3,000 before overhead allocation were \$16,000 good to budget due to timing.
 - Net results of \$13,000 before overhead allocation were good to budget by \$16,000.
- Operating Results YTD – Administration (TBID)
 - TBID Revenue of \$24,000 was on budget.
 - Allocated Administrative Overhead of \$3,000 was below \$25,000 below budget due to calculation error. An adjusting entry will be made.
 - Net results of \$21,000 after overhead allocation were good to budget by \$25,000.
- Operating Results YTD – County Admin Fee (TBID)
 - TBID Revenue of \$10,000 was on budget.
 - Expenditures of \$7,000 was on budget.
 - This is an expense that is being accrued monthly. The County submits a final at the end of the fiscal year.
 - Net results of \$2,000 are on budget.
- Operating Results YTD – Contingency/Reserve (TBID)
 - TBID Revenue of \$10,000 was on budget.
 - There are currently no plans for the use of contingency/reserve funds.
 - Net results of \$10,000 were on budget.
- Operating Results YTD – TOT Housing & Transportation Allocation (TOT)
 - TOT Revenue was \$0 due to the contract with Placer County not yet being finalized.
 - Total expense was \$0.
- Operating Results YTD – Membership
 - Membership dues revenue of \$6,000 was \$1,000 good to budget.
 - Expenses were \$0.
 - Net results of \$1,000 was good to budget by \$1,000.
 - Net results of \$1,000 after overhead allocations was good to budget \$17,000.
- Operating Results YTD – Administration
 - Total expenses of \$64,000 were \$19,000 good to budget due primarily to reduced staffing.
- Membership cash position as of July 31, 2022
 - Membership activities YTD resulted in a net gain of \$6,058.
 - Deferred revenues of \$35,525 less receivables of \$44,625, plus the allowance for uncollectible receivables of \$794 resulted in the decrease in cash in the amount of \$2,248.
 - The balance owed on paid invoices from TBID businesses increased cash by \$23,835.

- Tuesday Morning Breakfast Club deferred revenue provided \$1,290 in cash.
- Prior years' cumulative net results totaled \$17,493.
- Net cash year-to-date was positive \$40,370.

Summary of North Lake Tahoe Marketing Cooperative (NLTMCO) preliminary financial results at July 31, 2022 follows:

- Cash balance at month end of \$507,000 was \$194,000 higher than prior year primarily due to an increase in Unrestricted Net Assets of \$180,000, a decrease in Prepaid Expenses of \$55,000, and an increase in Accounts Payable of \$36,000 offset by an increase in Accounts Receivable of \$58,000.
- Accounts Receivable balance of \$118,000 was \$58,000 higher than prior year due to late payment from NLTRA for July funding. Payment has since been made.
- Prepaid Expenses of \$15,000 were \$55,000 lower than prior year.
- Accounts Payable of \$149,000 were \$36,000 higher than prior year due to timing of payment.
- Unrestricted Net Assets Equity of \$373,000 was \$180,000 higher than prior year.
- Net Income of \$118,000 was \$18,000 lower than prior year.

- Year-to-date revenue from NLTRA and TNTNV of \$206,000 was on budget.
- Consumer Marketing expenditures of \$30,000 were \$29,000 good to budget due to timing.
- Leisure Sales expenditures of \$0 were \$78,000 below budget due to timing.
- Public Relations expenses of \$12,000 were \$10,000 below budget due to timing.
- Conference Sales expenditures of \$3,000 were \$19,000 good to budget due to timing.
- Trade Show expenditures of \$7,000 were \$22,000 below budget due to timing.
- Committed & Administrative expenditures of \$20,000 were \$33,000 below budget due to timing.
- Website & Maintenance expenses of \$15,000 were on budget.
- Total Expenses of \$88,000 were \$192,000 below budget.
- Net Income of \$118,000 was good to budget by \$192,000.

Updates to June 30, 2022 Financials

Anticipated changes to the NLT Marketing Coop include the return of net results at March 31, 2022 to both parties of an estimated \$260,000 due to the return of unspent contributions coming from Placer County TOT. The split is roughly 61% for NLTRA and 39% for Travel North Tahoe NV. This equates to:

- \$159,00 due back to NLTRA
- \$101,000 due back to TNTNV

North Lake Tahoe Resort Association

Preliminary

Financial Statements for the Period Ending

July 31, 2022

North Lake Tahoe Resort Association

Balance Sheet - PY Comparison

	2022	2021	Variance
Current Assets			
Cash - TBID Operations	4,121,132	0	4,121,132
Cash - TOT Operations	1,098,031	1,684,754	(586,723)
Special Event Funding	1,539	39,803	(38,264)
Cash Flow Reserve	101,077	100,976	101
Marketing Reserve	50,386	50,356	30
Payroll Reserve	46,633	67,740	(21,107)
Cash in Drawer	4,633	231	4,402
Petty Cash	158	158	0
Accounts Receivable	5,000	1,000	4,000
Accounts Receivable - TBID	1,381,202	0	1,381,202
Accounts Receivable - TOT	0	432,499	(432,499)
Accounts Receivable - Membership Dues	44,155	42,185	1,970
Accounts Receivable - Membership Activities	470	985	(515)
Allowance for Doubtful Accounts	(794)	(9,632)	8,837
Accounts Receivable - NLTCM	965	5,932	(4,967)
Accounts Receivable - Other	61,518	2,138	59,380
Inventory Asset	18,017	27,501	(9,485)
Gift Cards Outstanding	18	18	0
Prepaid Expenses	5,850	6,900	(1,050)
Prepaid Postage	100	100	0
Prepaid Insurance	2,754	13,097	(10,343)
Deposits	1,672	1,150	522
Total Current Assets	6,944,515	2,467,891	4,476,624
Fixed Assets			
Furniture & Fixtures	43,330	43,330	0
Accumulated Depreciation - Furnitures & Fixtures	(43,330)	(43,330)	0
Computer Equipment	11,013	11,013	0
Accumulated Depreciation - Computer Equipment	(5,208)	(3,222)	(1,986)
Computer Software	6,206	6,206	0
Accumulated Depreciation - Computer Software	(6,206)	(6,206)	0
Leasehold Improvements	24,284	24,284	0
Accumulated Depreciation - Leasehold Improvements	(24,284)	(24,284)	0
Total Fixed Assets	5,805	7,791	(1,986)
Total Assets	\$ 6,950,320	\$ 2,475,682	\$ 4,474,638
Liabilities			
Current Liabilities			
Accounts Payable	271,422	323,157	(51,736)
Credit Cards Payable	0	15	(15)
Accounts Payable - Other	23,835	22,140	1,695
Salaries & Wages Payable	8,558	20,359	(11,801)
Incentives Payable	50,168	44,055	6,113
PTO Payable	35,798	62,280	(26,482)
401k Payable	1,391	3,543	(2,152)
Employer Tax Payable	4,089	9,097	(5,008)
Accrued Expenses	124,667	112,850	11,817
Deferred Revenue - Membership Dues	35,525	45,987	(10,462)
Deferred Revenue - TMBC	1,290	1,290	0
Due To/From County	1,195,474	1,480,803	(285,329)
Suspense (may include rounding)	90	0	90

Balance Sheet - PY Comparison

	2022	2021	Variance
Total Current Liabilities	1,752,308	2,125,577	(373,270)
Sales Tax Payable	2,936	2,920	17
Use Tax Payable	25	1,418	(1,393)
Total Tax Payable	2,961	4,338	(1,376)
Long-Term Debt			
Total Liabilities	1,755,269	2,129,915	(374,646)
Marketing Reserve	0	50,018	(50,018)
Cash Flow Reserve	0	100,839	(100,839)
Designated Marketing Reserve	0	331,856	(331,856)
Unrestricted Net Assets	17,493	17,781	(288)
NLT TBID Net Assets			
Marketing, Promotions, & Events Net Assets	2,537,044	0	2,537,044
Zone 1 Services Net Assets	847,476	0	847,476
Visitor Services & Centers Net Assets	350,845	0	350,845
Business Support & Advocacy Net Assets	261,888	0	261,888
Econ Development, Trans, Other Net Assets	441,310	0	441,310
Sustainability, Mitigation of Tourism Impacts Net Assets	156,664	0	156,664
Administrative Net Assets	223,256	0	223,256
County Admin Fee Net Assets	0	0	0
Contingency/Reserve	116,203	0	116,203
Net Income	242,871	(154,728)	397,599
Total Equity	5,195,051	345,767	4,849,284
Liabilities & Shareholder Equity	\$ 6,950,320	\$ 2,475,682	\$ 4,474,638

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
482,624	482,624	0	TBID Revenue	482,624	482,624	0	6,000,000
6,058	0	6,058	Membership Dues Revenue	6,058	0	6,058	0
14,588	15,000	(412)	Retail Revenue	14,588	15,000	(412)	60,000
288	0	288	Non-Retail Revenue	288	0	288	0
			Revenue - Interest & Investments				
503,558	497,624	5,934	Total Revenues	503,558	497,624	5,934	6,060,000
7,204	2,375	4,829	Cost of Goods Sold	7,204	2,375	4,829	28,500
236	0	236	Freight & Shipping Costs	236	0	236	0
13	0	13	POS Inventory Adjustments	13	0	13	0
263	0	263	Artist of the Month - Consignment Expense	263	0	263	0
7,715	2,375	5,340	Total Cost of Goods Sold	7,715	2,375	5,340	28,500
495,843	495,249	594	Gross Profit	495,843	495,249	594	6,031,500
65,269	115,644	(50,375)	Salaries & Wages	65,269	115,644	(50,375)	1,387,729
5,240	11,523	(6,283)	P/R - Tax Expense	5,240	11,523	(6,283)	138,273
8,314	21,414	(13,101)	P/R - Health Insurance Expense	8,314	21,414	(13,101)	256,972
0	4,086	(4,086)	P/R - Workmans Comp	0	4,086	(4,086)	49,028
2,163	4,279	(2,116)	401(k)	2,163	4,279	(2,116)	51,349
435	407	28	Other Benefits & Expenses	435	407	28	4,880
13,712	13,931	(219)	Rent	13,712	13,931	(219)	167,171
663	1,625	(962)	Utilities	663	1,625	(962)	19,497
87	1,331	(1,244)	Repairs & Maintenance	87	1,331	(1,244)	15,967
930	1,644	(714)	Telephone & Internet	930	1,644	(714)	19,724
890	1,386	(496)	Supplies - Office	890	1,386	(496)	14,586
1,238	12,700	(11,462)	Supplies - Computer	1,238	12,700	(11,462)	12,700
0	559	(559)	Mail	0	559	(559)	6,714
10,491	8,771	1,720	Taxes, Licenses, Fees	10,491	8,771	1,720	105,250
314	125	189	Credit Card Fees	314	125	189	1,500
1,282	1,317	(34)	Dues & Subscriptions	1,282	1,317	(34)	15,800
306	1,250	(944)	Insurance/Bonding	306	1,250	(944)	15,000
272	567	(294)	Associate Relations	272	567	(294)	6,800
2,100	692	1,408	Training/Seminars	2,100	692	1,408	8,300
0	342	(342)	Travel	0	342	(342)	4,100
114	417	(302)	Automobile Expenses	114	417	(302)	5,000
47	633	(587)	Meals & Meetings	47	633	(587)	7,600
515	4,000	(3,485)	Board Functions	515	4,000	(3,485)	48,000
2,080	5,750	(3,670)	Professional Fees	2,080	5,750	(3,670)	69,000
300	2,500	(2,200)	Professional Fees - Attorney	300	2,500	(2,200)	30,000
0	0	0	Professional Fees - Accountant	0	0	0	40,000
2,687	2,917	(229)	Equipment Support & Maintenance	2,687	2,917	(229)	35,000
491	718	(227)	Equipment Rental/Leasing	491	718	(227)	6,363
153	153	0	Depreciation	153	153	0	1,833
500	20,000	(19,500)	Event Sponsorships	500	20,000	(19,500)	565,000
0	0	0	Special Event Partnership Funding	0	0	0	50,000
114,392	114,392	(0)	NLTMC Contributions	114,392	114,392	(0)	1,440,000
0	8,917	(8,917)	Non-NLTMC Marketing	0	8,917	(8,917)	217,000
17,987	0	17,987	In-Market/Tourism	17,987	0	17,987	0
0	832	(832)	Chamber Activities	0	832	(832)	9,981
0	0	0	Chamber Activities - Membership Meetings	0	0	0	6,000
0	250	(250)	Chamber Activities - TMBC	0	250	(250)	3,000
0	0	0	Chamber Activities - Community Awards Dinner	0	0	0	10,000
0	155,078	(155,078)	Additional Opportunities	0	155,078	(155,078)	2,052,937
0	0	0	Allocated Administrative Overhead	0	0	0	0
252,971	520,147	(267,175)	Total Operating Expenses	252,971	520,147	(267,175)	6,898,054
242,871	(24,898)	267,769	Net Operating Income	242,871	(24,898)	267,769	(866,554)
Other Expense/<Income>							
\$ 242,871	\$ (24,898)	\$ 267,769	Net Income	\$ 242,871	\$ (24,898)	\$ 267,769	\$ (866,554)

July 2022 Actual	July 2022 Budget	Variance (\$)
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YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
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North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Marketing, Promotions, & Special Events

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
253,377	253,377	0	Revenues	253,377	253,377	0	3,150,000
253,377	253,377	0	Revenue - Interest & Investments	253,377	253,377	0	3,150,000
253,377	253,377	0	Gross Profit	253,377	253,377	0	3,150,000
21,952	34,999	(13,048)	Salaries & Wages	21,952	34,999	(13,048)	419,990
1,884	3,500	(1,616)	P/R - Tax Expense	1,884	3,500	(1,616)	41,999
(522)	7,023	(7,545)	P/R - Health Insurance Expense	(522)	7,023	(7,545)	84,275
0	1,227	(1,227)	P/R - Workmans Comp	0	1,227	(1,227)	14,725
816	1,327	(511)	401(k)	816	1,327	(511)	15,920
(3)	137	(139)	Other Benefits & Expenses	(3)	137	(139)	1,640
2,227	2,529	(302)	Rent	2,227	2,529	(302)	30,351
0	452	(452)	Utilities	0	452	(452)	5,420
0	468	(468)	Telephone & Internet	0	468	(468)	5,620
0	236	(236)	Supplies - Office	0	236	(236)	786
134	5,000	(4,866)	Supplies - Computer	134	5,000	(4,866)	5,000
0	126	(126)	Mail	0	126	(126)	1,514
0	63	(63)	Taxes, Licenses, Fees	0	63	(63)	750
650	125	525	Dues & Subscriptions	650	125	525	1,500
28	83	(56)	Associate Relations	28	83	(56)	1,000
0	58	(58)	Travel	0	58	(58)	700
0	83	(83)	Automobile Expenses	0	83	(83)	1,000
0	42	(42)	Meals & Meetings	0	42	(42)	500
0	241	(241)	Equipment Rental/Leasing	0	241	(241)	2,138
0	20,000	(20,000)	Event Sponsorships	0	20,000	(20,000)	565,000
0	0	0	Special Event Partnership Funding	0	0	0	50,000
114,392	114,392	(0)	NLTMC Contributions	114,392	114,392	(0)	1,440,000
0	6,833	(6,833)	Non-NLTMC Marketing	0	6,833	(6,833)	192,000
5,352	0	5,352	In-Market/Tourism	5,352	0	5,352	0
0	35,340	(35,340)	Additional Opportunities	0	35,340	(35,340)	424,083
49,662	29,681	19,981	Allocated Administrative Overhead	49,662	29,681	19,981	369,089
196,571	263,966	(67,395)	Total Operating Expenses	196,571	263,966	(67,395)	3,675,000
56,806	(10,589)	67,395	Net Operating Income	56,806	(10,589)	67,395	(525,000)
			Other Expense/<Income>				
\$56,806	\$ (10,589)	\$67,395	Net Income	\$ 56,806	\$ (10,589)	\$67,395	\$ (525,000)

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Zone1 Services

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
71,428	71,428	0	Revenues	71,428	71,428	0	888,000
<u>71,428</u>	<u>71,428</u>	<u>0</u>	Revenue - Interest & Investments	<u>71,428</u>	<u>71,428</u>	<u>0</u>	<u>888,000</u>
71,428	71,428	0	Total Revenues	71,428	71,428	0	888,000
71,428	71,428	0	Gross Profit	71,428	71,428	0	888,000
1,438	3,831	(2,393)	Salaries & Wages	1,438	3,831	(2,393)	45,972
132	383	(251)	P/R - Tax Expense	132	383	(251)	4,597
0	616	(616)	P/R - Health Insurance Expense	0	616	(616)	7,388
0	134	(134)	P/R - Workmans Comp	0	134	(134)	1,612
69	153	(84)	401(k)	69	153	(84)	1,839
0	10	(10)	Other Benefits & Expenses	0	10	(10)	120
396	174	222	Rent	396	174	222	2,089
0	33	(33)	Utilities	0	33	(33)	397
0	34	(34)	Telephone & Internet	0	34	(34)	411
0	83	(83)	Supplies - Office	0	83	(83)	1,000
134	700	(566)	Supplies - Computer	134	700	(566)	700
0	25	(25)	Taxes, Licenses, Fees	0	25	(25)	300
0	17	(17)	Dues & Subscriptions	0	17	(17)	200
0	17	(17)	Associate Relations	0	17	(17)	200
0	42	(42)	Automobile Expenses	0	42	(42)	500
0	83	(83)	Meals & Meetings	0	83	(83)	1,000
0	18	(18)	Equipment Rental/Leasing	0	18	(18)	156
0	417	(417)	Non-NLTMC Marketing	0	417	(417)	5,000
0	3,192	(3,192)	Business Association Grant Funding	0	3,192	(3,192)	38,300
0	68,348	(68,348)	Additional Opportunities	0	68,348	(68,348)	820,171
730	8,367	(7,637)	Allocated Administrative Overhead	730	8,367	(7,637)	104,048
<u>2,900</u>	<u>86,676</u>	<u>(83,776)</u>	Total Operating Expenses	<u>2,900</u>	<u>86,676</u>	<u>(83,776)</u>	<u>1,036,000</u>
<u>68,528</u>	<u>(15,248)</u>	<u>83,776</u>	Net Operating Income	<u>68,528</u>	<u>(15,248)</u>	<u>83,776</u>	<u>(148,000)</u>
\$68,528	\$ (15,248)	\$83,776	Net Income	\$ 68,528	\$(15,248)	\$83,776	\$ (148,000)

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Visitor Centers & Services

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
35,232	35,232	0	Revenues	35,232	35,232	0	438,000
14,588	15,000	(412)	Retail Revenue	14,588	15,000	(412)	60,000
288	0	288	Retail Revenue - Merchandise Sales Revenue - Interest & Investments	288	0	288	0
50,108	50,232	(124)	Total Revenues	50,108	50,232	(124)	498,000
7,204	2,375	4,829	Cost of Goods Sold	7,204	2,375	4,829	28,500
236	0	236	Freight & Shipping Costs	236	0	236	0
13	0	13	POS Inventory Adjustments	13	0	13	0
263	0	263	Artist of the Month - Consignment Expense	263	0	263	0
7,715	2,375	5,340	Total Cost of Goods Sold	7,715	2,375	5,340	28,500
42,393	47,857	(5,464)	Gross Profit	42,393	47,857	(5,464)	469,500
15,553	13,002	2,551	Salaries & Wages	15,553	13,002	2,551	156,023
1,605	1,259	347	P/R - Tax Expense	1,605	1,259	347	15,102
(13)	2,013	(2,026)	P/R - Health Insurance Expense	(13)	2,013	(2,026)	24,155
0	487	(487)	P/R - Workmans Comp	0	487	(487)	5,845
397	337	60	401(k)	397	337	60	4,041
0	40	(40)	Other Benefits & Expenses	0	40	(40)	480
6,650	6,848	(198)	Rent	6,650	6,848	(198)	82,171
0	465	(465)	Utilities	0	465	(465)	5,580
0	137	(137)	Telephone & Internet	0	137	(137)	1,645
0	458	(458)	Supplies - Office	0	458	(458)	5,500
294	0	294	Supplies - Computer	294	0	294	0
0	17	(17)	Mail	0	17	(17)	200
0	25	(25)	Taxes, Licenses, Fees	0	25	(25)	300
314	125	189	Credit Card Fees	314	125	189	1,500
0	17	(17)	Dues & Subscriptions	0	17	(17)	200
118	42	76	Associate Relations	118	42	76	500
0	83	(83)	Automobile Expenses	0	83	(83)	1,000
0	8	(8)	Meals & Meetings	0	8	(8)	100
0	71	(71)	Equipment Rental/Leasing	0	71	(71)	626
0	417	(417)	Non-NLTMC Marketing	0	417	(417)	5,000
0	15,101	(15,101)	Additional Opportunities	0	15,101	(15,101)	181,211
8,393	4,127	4,266	Allocated Administrative Overhead	8,393	4,127	4,266	51,321
33,311	45,077	(11,766)	Total Operating Expenses	33,311	45,077	(11,766)	542,500
9,082	2,779	6,302	Net Operating Income	9,082	2,779	6,302	(73,000)
			Other Expense/<Income>				
\$9,082	\$ 2,779	\$ 6,302	Net Income	\$ 9,082	\$ 2,779	\$ 6,302	\$ (73,000)

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Business Support & Advocacy

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
26,544	26,544	0	TBID Revenues	26,544	26,544	0	330,000
26,544	26,544	0	Revenue - Interest & Investments	26,544	26,544	0	330,000
26,544	26,544	0	Gross Profit	26,544	26,544	0	330,000
1,636	10,856	(9,220)	Salaries & Wages	1,636	10,856	(9,220)	130,272
121	1,086	(964)	P/R - Tax Expense	121	1,086	(964)	13,027
0	2,869	(2,869)	P/R - Health Insurance Expense	0	2,869	(2,869)	34,433
0	381	(381)	P/R - Workmans Comp	0	381	(381)	4,567
64	384	(321)	401(k)	64	384	(321)	4,611
0	43	(43)	Other Benefits & Expenses	0	43	(43)	520
464	904	(440)	Rent	464	904	(440)	10,853
0	143	(143)	Utilities	0	143	(143)	1,719
0	149	(149)	Telephone & Internet	0	149	(149)	1,782
0	150	(150)	Supplies - Office	0	150	(150)	1,800
268	700	(432)	Supplies - Computer	268	700	(432)	700
0	25	(25)	Taxes, Licenses, Fees	0	25	(25)	300
0	17	(17)	Dues & Subscriptions	0	17	(17)	200
0	42	(42)	Associate Relations	0	42	(42)	500
0	42	(42)	Automobile Expenses	0	42	(42)	500
0	83	(83)	Meals & Meetings	0	83	(83)	1,000
0	77	(77)	Equipment Rental/Leasing	0	77	(77)	678
0	417	(417)	Non-NLTMC Marketing	0	417	(417)	5,000
0	832	(832)	Chamber Activities	0	832	(832)	9,981
0	0	0	Chamber Activities - Membership Meetings	0	0	0	6,000
0	250	(250)	Chamber Activities - TMBC	0	250	(250)	3,000
0	0	0	Chamber Activities - Community Awards Dinne	0	0	0	10,000
0	7,990	(7,990)	Additional Opportunities	0	7,990	(7,990)	0
860	2,948	(2,088)	Allocated Administrative Overhead	860	2,948	(2,088)	36,658
3,414	30,386	(26,973)	Total Operating Expenses	3,414	30,386	(26,973)	278,100
23,131	(3,842)	26,973	Net Operating Income	23,131	(3,842)	26,973	51,900
\$ 23,131	\$ (3,842)	\$ 26,973	Other Expense/<Income>	\$ 23,131	\$ (3,842)	\$ 26,973	\$ 51,900
\$ 23,131	\$ (3,842)	\$ 26,973	Net Income	\$ 23,131	\$ (3,842)	\$ 26,973	\$ 51,900

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Economic Development, Transportation, & Other Opportunities

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
36,679	36,679	0	Revenues	36,679	36,679	0	456,000
			Revenue - Interest & Investments				
36,679	36,679	0	Total Revenues	36,679	36,679	0	456,000
36,679	36,679	0	Gross Profit	36,679	36,679	0	456,000
1,438	7,429	(5,991)	Salaries & Wages	1,438	7,429	(5,991)	89,142
132	743	(610)	P/R - Tax Expense	132	743	(610)	8,914
0	1,490	(1,490)	P/R - Health Insurance Expense	0	1,490	(1,490)	17,875
0	260	(260)	P/R - Workmans Comp	0	260	(260)	3,125
69	297	(228)	401(k)	69	297	(228)	3,566
0	23	(23)	Other Benefits & Expenses	0	23	(23)	280
569	406	163	Rent	569	406	163	4,875
0	77	(77)	Utilities	0	77	(77)	925
0	80	(80)	Telephone & Internet	0	80	(80)	960
0	42	(42)	Supplies - Office	0	42	(42)	500
134	1,750	(1,616)	Supplies - Computer	134	1,750	(1,616)	1,750
0	25	(25)	Taxes, Licenses, Fees	0	25	(25)	300
0	17	(17)	Dues & Subscriptions	0	17	(17)	200
0	17	(17)	Associate Relations	0	17	(17)	200
0	42	(42)	Automobile Expenses	0	42	(42)	500
0	42	(42)	Meals & Meetings	0	42	(42)	500
0	41	(41)	Equipment Rental/Leasing	0	41	(41)	365
0	417	(417)	Non-NLTMC Marketing	0	417	(417)	5,000
0	28,299	(28,299)	Additional Opportunities	0	28,299	(28,299)	339,593
789	4,297	(3,508)	Allocated Administrative Overhead	789	4,297	(3,508)	53,430
3,131	45,792	(42,661)	Total Operating Expenses	3,131	45,792	(42,661)	532,000
33,548	(9,113)	42,661	Net Operating Income	33,548	(9,113)	42,661	(76,000)
\$33,548	\$ (9,113)	\$42,661	Other Expense/<Income> Net Income	\$ 33,548	\$ (9,113)	\$42,661	\$ (76,000)

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Sustainability, Mitigation of Tourism Impacts

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
15,927	15,927	0	Revenues	15,927	15,927	0	198,000
<u>15,927</u>	<u>15,927</u>	<u>0</u>	Revenue - Interest & Investments	<u>15,927</u>	<u>15,927</u>	<u>0</u>	<u>198,000</u>
15,927	15,927	0	Gross Profit	15,927	15,927	0	198,000
1,438	6,095	(4,658)	Salaries & Wages	1,438	6,095	(4,658)	73,142
132	610	(477)	P/R - Tax Expense	132	610	(477)	7,314
0	1,036	(1,036)	P/R - Health Insurance Expense	0	1,036	(1,036)	12,436
0	214	(214)	P/R - Workmans Comp	0	214	(214)	2,564
69	244	(175)	401(k)	69	244	(175)	2,926
0	17	(17)	Other Benefits & Expenses	0	17	(17)	200
458	290	168	Rent	458	290	168	3,482
0	55	(55)	Utilities	0	55	(55)	661
0	57	(57)	Telephone & Internet	0	57	(57)	685
0	42	(42)	Supplies - Office	0	42	(42)	500
134	1,050	(916)	Supplies - Computer	134	1,050	(916)	1,050
0	25	(25)	Taxes, Licenses, Fees	0	25	(25)	300
0	17	(17)	Dues & Subscriptions	0	17	(17)	200
0	17	(17)	Associate Relations	0	17	(17)	200
0	42	(42)	Automobile Expenses	0	42	(42)	500
0	42	(42)	Meals & Meetings	0	42	(42)	500
0	29	(29)	Equipment Rental/Leasing	0	29	(29)	261
500	0	500	Event Sponsorships	500	0	500	0
0	417	(417)	Non-NLTMC Marketing	0	417	(417)	5,000
0	7,990	(7,990)	Additional Opportunities	0	7,990	(7,990)	95,879
920	1,866	(946)	Allocated Administrative Overhead	920	1,866	(946)	23,200
<u>3,651</u>	<u>20,153</u>	<u>(16,502)</u>	Total Operating Expenses	<u>3,651</u>	<u>20,153</u>	<u>(16,502)</u>	<u>231,000</u>
<u>12,276</u>	<u>(4,226)</u>	<u>16,502</u>	Net Operating Income	<u>12,276</u>	<u>(4,226)</u>	<u>16,502</u>	<u>(33,000)</u>
			Other Expense/<Income>				
<u>\$12,276</u>	<u>\$(4,226)</u>	<u>\$16,502</u>	Net Income	<u>\$ 12,276</u>	<u>\$ (4,226)</u>	<u>\$16,502</u>	<u>\$(33,000)</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Administration

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
24,131	24,131	0	Revenues	24,131	24,131	0	300,000
<u>24,131</u>	<u>24,131</u>	<u>0</u>	Revenue - Interest & Investments	<u>24,131</u>	<u>24,131</u>	<u>0</u>	<u>300,000</u>
			Total Revenues				
24,131	24,131	0	Gross Profit	24,131	24,131	0	300,000
3,230	28,146	(24,916)	Allocated Administrative Overhead	3,230	28,146	(24,916)	350,000
<u>3,230</u>	<u>28,146</u>	<u>(24,916)</u>	Total Operating Expenses	<u>3,230</u>	<u>28,146</u>	<u>(24,916)</u>	<u>350,000</u>
<u>20,902</u>	<u>(4,015)</u>	<u>24,916</u>	Net Operating Income	<u>20,902</u>	<u>(4,015)</u>	<u>24,916</u>	<u>(50,000)</u>
			Other Expense/<Income>				
<u>\$20,902</u>	<u>\$(4,015)</u>	<u>\$24,916</u>	Net Income	<u>\$20,902</u>	<u>\$ (4,015)</u>	<u>\$24,916</u>	<u>\$ (50,000)</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual County Admin Fees

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
9,652	9,652	0	Revenues	9,652	9,652	0	120,000
<u>9,652</u>	<u>9,652</u>	<u>0</u>	Revenue - Interest & Investments	<u>9,652</u>	<u>9,652</u>	<u>0</u>	<u>120,000</u>
			Total Revenues				
9,652	9,652	0	Gross Profit	9,652	9,652	0	120,000
<u>7,167</u>	<u>7,333</u>	<u>(167)</u>	Taxes, Licenses, Fees	<u>7,167</u>	<u>7,333</u>	<u>(167)</u>	<u>88,000</u>
<u>7,167</u>	<u>7,333</u>	<u>(167)</u>	Total Operating Expenses	<u>7,167</u>	<u>7,333</u>	<u>(167)</u>	<u>88,000</u>
<u>2,486</u>	<u>2,319</u>	<u>167</u>	Net Operating Income	<u>2,486</u>	<u>2,319</u>	<u>167</u>	<u>32,000</u>
			Other Expense/<Income>				
<u>\$2,486</u>	<u>\$2,319</u>	<u>\$ 167</u>	Net Income	<u>\$ 2,486</u>	<u>\$ 2,319</u>	<u>\$ 167</u>	<u>\$32,000</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Contingency/Reserve

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
9,652	9,652	0	Revenues	9,652	9,652	0	120,000
<u>9,652</u>	<u>9,652</u>	<u>0</u>	Revenue - Interest & Investments	<u>9,652</u>	<u>9,652</u>	<u>0</u>	<u>120,000</u>
			Total Revenues				
9,652	9,652	0	Gross Profit	9,652	9,652	0	120,000
<u>9,652</u>	<u>9,652</u>	<u>0</u>	Net Operating Income	<u>9,652</u>	<u>9,652</u>	<u>0</u>	<u>120,000</u>
			Other Expense/<Income>				
<u>\$9,652</u>	<u>\$9,652</u>	<u>\$ -</u>	Net Income	<u>\$ 9,652</u>	<u>\$ 9,652</u>	<u>\$ -</u>	<u>\$ 120,000</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual TOT - Housing & Transportation

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
			Revenue - Interest & Investments				
53	0	53	Salaries & Wages	53	0	53	0
(22)	0	(22)	P/R - Tax Expense	(22)	0	(22)	0
(11)	0	(11)	401(k)	(11)	0	(11)	0
7	0	7	Allocated Administrative Overhead	7	0	7	0
<u>27</u>	<u>0</u>	<u>27</u>	Total Operating Expenses	<u>27</u>	<u>0</u>	<u>27</u>	<u>0</u>
(27)	0	(27)	Net Operating Income	(27)	0	(27)	0
			Other Expense/<Income>				
<u>\$ (27)</u>	<u>\$ -</u>	<u>\$ (27)</u>	Net Income	<u>\$ (27)</u>	<u>\$ -</u>	<u>\$ (27)</u>	<u>\$-</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Chamber - Membership

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
6,058	4,583	1,475	Membership Dues Revenue	6,058	4,583	1,475	55,000
			Revenue - Interest & Investments				
<u>6,058</u>	<u>4,583</u>	<u>1,475</u>	Total Revenues	<u>6,058</u>	<u>4,583</u>	<u>1,475</u>	<u>55,000</u>
 6,058	 4,583	 1,475	Gross Profit	 6,058	 4,583	 1,475	 55,000
<u>6,058</u>	<u>4,583</u>	<u>1,475</u>	Net Operating Income	<u>6,058</u>	<u>4,583</u>	<u>1,475</u>	<u>55,000</u>
			Other Expense/<Income>				
<u>\$6,058</u>	<u>\$4,583</u>	<u>\$ 1,475</u>	Net Income	<u>\$ 6,058</u>	<u>\$ 4,583</u>	<u>\$ 1,475</u>	<u>\$55,000</u>

North Lake Tahoe Resort Association

Income Statement - Budget vs Actual Administrative Overhead

July 2022 Actual	July 2022 Budget	Variance (\$)		YTD - July 2022 Actual	YTD - July 2022 Budget	Variance (\$)	Annual
Revenue - Interest & Investments							
21,763	39,432	(17,670)	Salaries & Wages	21,763	39,432	(17,670)	473,188
1,254	3,943	(2,689)	P/R - Tax Expense	1,254	3,943	(2,689)	47,319
8,848	6,368	2,481	P/R - Health Insurance Expense	8,848	6,368	2,481	76,410
0	1,383	(1,383)	P/R - Workmans Comp	0	1,383	(1,383)	16,590
690	1,537	(847)	401(k)	690	1,537	(847)	18,447
438	137	301	Other Benefits & Expenses	438	137	301	1,640
2,948	2,779	169	Rent	2,948	2,779	169	33,351
663	400	263	Utilities	663	400	263	4,795
87	1,331	(1,244)	Repairs & Maintenance	87	1,331	(1,244)	15,967
930	718	212	Telephone & Internet	930	718	212	8,620
890	375	515	Supplies - Office	890	375	515	4,500
138	3,500	(3,362)	Supplies - Computer	138	3,500	(3,362)	3,500
0	417	(417)	Mail	0	417	(417)	5,000
3,324	1,250	2,074	Taxes, Licenses, Fees	3,324	1,250	2,074	15,000
632	1,108	(476)	Dues & Subscriptions	632	1,108	(476)	13,300
306	1,250	(944)	Insurance/Bonding	306	1,250	(944)	15,000
127	350	(223)	Associate Relations	127	350	(223)	4,200
2,100	692	1,408	Training/Seminars	2,100	692	1,408	8,300
0	283	(283)	Travel	0	283	(283)	3,400
114	83	31	Automobile Expenses	114	83	31	1,000
47	333	(287)	Meals & Meetings	47	333	(287)	4,000
515	4,000	(3,485)	Board Functions	515	4,000	(3,485)	48,000
2,080	5,750	(3,670)	Professional Fees	2,080	5,750	(3,670)	69,000
300	2,500	(2,200)	Professional Fees - Attourney	300	2,500	(2,200)	30,000
0	0	0	Professional Fees - Accountant	0	0	0	40,000
2,687	2,917	(229)	Equipment Support & Maintenance	2,687	2,917	(229)	35,000
491	241	250	Equipment Rental/Leasing	491	241	250	2,138
153	153	0	Depreciation	153	153	0	1,833
12,636	0	12,636	In-Market/Tourism	12,636	0	12,636	0
(64,590)	(83,230)	18,640	Allocated Administrative Overhead	(64,590)	(83,230)	18,640	(999,499)
(429)	0	(429)	Total Operating Expenses	(429)	0	(429)	0
429	0	429	Net Operating Income	429	0	429	0
Other Expense/<Income>							
\$429.20	\$ -	\$429.20	Net Income	\$ 429.20	\$ -	\$429.20	\$ -

**PROJECT AGREEMENT
BY AND BETWEEN
NORTH LAKE TAHOE RESORT ASSOCIATION
AND
NORTH TAHOE BUSINESS ASSOCIATION**

This Project Agreement ("Agreement") is made and entered into and effective this day of July 7, 2022, by and between the **North Lake Tahoe Resort Association**, a California nonprofit corporation ("NLTRA"), and the **North Tahoe Business Association**, a California nonprofit corporation ("Contractor"). NLTRA and Contractor may be referred to hereinafter individually as "Party" or collectively as the "Parties". The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, NLTRA receives North Lake Tahoe Tourism & Business Improvement District ("TBID") funds ("TBID Funds"), which it spends to provide services and benefits in accordance with the TBID Management District Plan.

WHEREAS, NLTRA has determined the need for the Kings Beach Downtown Lighting Project ("Project") that the Project is an eligible project for the use of the TBID Funds.

WHEREAS, Contractor has submitted a proposal to NLTRA to perform the Project and NLTRA has selected Contractor to perform the Project.

WHEREAS, the Parties wish to enter into this Agreement to document the terms and conditions pursuant to which Contractor will perform the Project for the NLTRA.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. **Recitals**: The Recitals listed above are incorporated into this Agreement.
2. **Scope of Work**: Contractor will fully perform all work necessary to complete the Project as identified in Exhibit "A" ("Scope of Work"), attached hereto and incorporated herein by this reference, which includes the tasks to be performed by Contractor as well as Project deliverables, timeline and compensation, including costs. Any proposed amendment to Exhibit "A" must be agreed to in advance by the Parties pursuant to a written amendment in accordance with this Agreement.
3. **Time of Performance**: Contractor will commence work upon the effective date of this Agreement and will continue without interruption or delay until completion of the Project as

expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Contractor agrees to follow, and to require its contractors to follow, the timeline identified in Exhibit A for completion of the Project.

4. Compensation and Payment: The amount to be paid to Contractor under this Agreement is twelve thousand four hundred and fifty dollars (\$12,450.00), in accordance with Exhibit "A", unless otherwise agreed to in advance by the Parties pursuant to a written amendment to this Agreement. In no instance will NLTRA be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall request payment from the NLTRA by submitting an invoice once the contract is executed. Invoices approved by NLTRA will be paid within thirty (30) days of receipt of the invoice.

5. Reporting: Contractor shall provide a written progress report on the Project on a quarterly basis and in a format approved by the NLTRA, including an accounting of the use of the TBID Funds. Within thirty (30) days of completion of the Project, Contractor shall provide a final report on the Project with appropriate documentation including receipts, paid invoices and/or labor rates and hours or other allowed costs as set forth in Exhibit "A."

6. Records: Contractor shall keep detailed Project records, including but not limited to, accounting records in accordance with generally accepted accounting principles and as may be otherwise reasonably requested by NLTRA. NLTRA shall have the right to inspect said records at any reasonable time.

7. Compliance with Laws: Contractor shall comply with all Federal, State and local laws, codes, ordinances, rules and regulations applicable in performing this Agreement.

8. Intellectual Property:

a. Use of NLTRA's Intellectual Property by Contractor. Contractor hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of NLTRA, including, without limitation, web addresses, social hashtags and social handles and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorialization or other information concerning or in connection with the Project, (collectively "NLTRA Property"), belong exclusively to NLTRA, (ii) Contractor is hereby provided a limited license to use NLTRA Property only in the performance of this Agreement and the Project and in the manner and for the uses expressly permitted hereunder, and upon expiration or termination of this Agreement, all rights of Contractor to use NLTRA Property shall immediately cease, (iii) Contractor will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to NLTRA Property, (iv) all uses of NLTRA Property by Contractor, and all goodwill therefrom, inure to the benefit of NLTRA and (v) any permitted use of NLTRA Property may be used only to indicate a NLTRA relationship with the Project and will use ownership marks (such as ® or ™) and designations (such as "An Official NLTRA") as directed by NLTRA.

b. Use of Contractor's Intellectual Property by NLTRA. NLTRA hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of Contractor, (collectively Contractor

Property”); belong exclusively to Contractor, (ii) NLTRA is hereby provided a limited license to use Contractor Property only in the performance of this Agreement and the Project and in the manner and for the uses expressly permitted hereunder, and upon expiration or termination of this Agreement, all rights of NLTRA to use such Contractor Property shall immediately cease, (iii) NLTRA will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to Contractor Property, (iv) all uses of Contractor Property by NLTRA, and all goodwill therefrom, inure to the benefit of Contractor, (v) any permitted use of Contractor Property may be used only to indicate a NLTRA relationship with the Project and/or for Project promotions across NLTRA marketing and PR channels.

9. Independent Contractor: Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of NLTRA. Contractor, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit NLTRA to any decision or course of action, and will not represent to any person or business that they have such power. Contractor has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of the Project funded by this Agreement.

10. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless NLTRA, and its directors, officers, members, agents, employees and volunteers (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by NLTRA in enforcing this indemnity, including reasonable attorneys’ fees. If any judgment is rendered against any or all of the Indemnitees for any injury, death or damage caused by Contractor as a result of work performed or completed, pursuant to this Agreement, Contractor shall, at its own expense, satisfy and discharge any judgment. The provisions of this section shall survive the expiration, termination, or assignment of this Agreement.

11. Insurance Requirements: During the term of this Agreement Contractor shall provide insurance consistent with the following provisions that provides insurance for the NLTRA, its directors, officers, members, agents, employees and volunteers.

a. Full Workers’ Compensation and Employers’ Liability Insurance covering all employees of Subrecipient as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Subrecipient in performance of the Agreement.

d. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

e. Contractor shall furnish a certificate of insurance and/or endorsements to the policies satisfactory to NLTRA as evidence that the insurance required above is being maintained.

f. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance and /or endorsement to the policy evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement.

g. Contractor's insurance coverage shall be primary insurance in respect to NLTRA, and its directors, officers, members, agents, employees and volunteers. Any insurance or self-insurance maintained by NLTRA or its directors, officers, members, agents, employees and volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

h. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

12. Termination:

a. Either Party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other Party thirty (30) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 13 below.

b. If either Party issues a notice of termination, NLTRA will reimburse Contractor for work actually performed up to the effective date of the notice of termination, less any compensation to NLTRA for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement.

13. Notice: All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Contractor or NLTRA at:

North Tahoe Business Association:

North Tahoe Business Association
P.O. Box 1023
Kings Beach, CA 96143

NLTRA:

North Lake Tahoe Resort Association

{01031207.DOCX 1}4

100 North Lake Blvd.
P.O Box 1757
Tahoe City, CA 96145

Either Party may amend its address for notice by notifying the other Party in writing.

14. Successors: This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, administrators, executors, and other representatives.
15. Assignment: This Agreement may not be assigned by Contractor without the prior written consent of NLTRA.
16. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of NLTRA to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of NLTRA to enforce these provisions.
17. Integration and Amendment: This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the Parties. The terms of this Agreement may not be modified except upon the mutual written consent of the Parties.
18. Dispute Resolution:
- a. The Parties agree that they will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other side, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each side with full settlement authority will meet at a mutually agreeable time and place, within ten (10) days of the date of the initial notice, in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the parties are unable to resolve the dispute at the meeting by negotiations, either side may then initiate mediation as set forth below.
- b. After engaging in negotiation as set forth in Section 18.a, should the dispute remain unresolved, the Parties 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 the Parties. If any Party commences an arbitration or court action without first attempting to resolve the matter through mediation, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party.
19. Costs and Attorneys' Fees: If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

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August 29, 2022

North Lake Tahoe Resort Association Board

Re: Dollar Creek Crossing Predevelopment Assistance Request

Recommended NLTRA Board of Directors' Action

1. Recommend encumbering \$602,743, with a net expense of \$147,549 from Transient Occupancy Tax funds. \$455,194 is anticipated to be reimbursed from California Permanent Local Housing Allocation (PLHA) fund.

With the goal of increasing housing options for local workers in the North Tahoe Basin area, Placer County staff is requesting support from your Board that if approved by the County Board of Supervisors, would result in an initial encumbrance of \$602,743 from the Transient Occupancy Tax funds. With state reimbursement of the affordable housing component cost, ultimately the net impact to the fund is anticipated to be \$147,549.

Background

In October 2019, the County in partnership with the Tahoe Truckee Airport District purchased approximately 11.4 acres of vacant land located at 3205 and 3225 North Lake Boulevard, Tahoe City, CA, identified as APNs 093-160-079-000, 093-160-080-000, and 093-160-081-000 for a potential development of achievable, affordable, and for-sale housing. Through a competitive process, the County selected the Related Companies of California, LLC and The Pacific Companies team to support the planning and predevelopment activities for the proposed project.

Since the initial outreach on the project between 2018-2020, the County has retained various consultants to assess potential aspects of the Proposed Project. The County's project team along with the work of consultants has conducting studies to better define the project's foundational constraints and prospects. The most noteworthy project studies completed have included the following:

- New Economics Advisory (NEA) - Financial Feasibility and Demand Analysis to determine the best mix of workforce/achievable housing products at the site.
- Williams + Paddon Architects + Planners (W+P) - site analysis to study the interrelationships of physical site characteristics, surrounding neighborhood

context, and provide updated site plan sketches with potential residential and commercial use types.

- LSC Transportation Consultants - transportation analysis to review specific site access concepts.
- Adrienne Graham - fire risk study to analyze areas of project planning and design for fire safety.
- Mapca Surveys - civil site surveying for mapping accurate boundary, topography, vegetation, and other existing site features.

The market-based data received from the Financial Feasibility and Demand Analysis, findings from the other consultant studies, and the community and stakeholder feedback received has helped to inform the County's project team's approach to these areas of the Dollar Creek project. A project concept has been developed that anticipates up to 150 total housing units with the potential of 90 units of affordable and 60 units of for sale workforce housing. The ultimate number of units will be based on the size of units (e.g., 1, 2, 3-bedroom unit size). The project is now ready to proceed through the entitlement and environmental review process.

Staff updated the Board of Supervisors on the Proposed Project on March 30, 2021, and July 27, 2021. As a general update, the environmental review process is underway. Related and Pacific remain engaged in the planning process and supportive of the County's project planning.

County staff request your Board's support of funding to be used for specific predevelopment activities needed for the County's application for entitlements and Tahoe Regional Planning Agency approvals. To complete these tasks, the County is amending its current Exclusive Right to Negotiate Agreement with Related Companies of California, LLC, and The Pacific Companies, in part to reassign the agreement to their new Dollar Creek Crossing Housing Partners, L.P. (DCHP), as well as to assign specific tasks and a schedule for completing predevelopment activities associated with the potential affordable housing, market rate housing, and potential commercial or public service uses on the property. These tasks are anticipated to be completed by Fall 2023.

Proposed Predevelopment Funding

NLTRA Funding Request: \$602,743 (with \$455,194 eligible for reimbursement from PHLA)

County Funding Request: \$334,881

Total Funding: \$937,554

Next Steps

2022

- Schematic Design and Environmental Review
- September 13 Board of Supervisors – ERNA Amendment / Funding Request

2023

- Finish Schematic Design Documents and Environmental Review
- Entitlements – County & TRPA
- State/Federal Funding Applications in support of Affordable Housing

We appreciate your consideration of this request and are happy to address any questions you may have in your deliberation.

Best regards,

A handwritten signature in blue ink, appearing to read 'Shawna Purvines', is positioned below the text 'Best regards,'.

Shawna Purvines
Deputy Director, Community Development Resource Agency



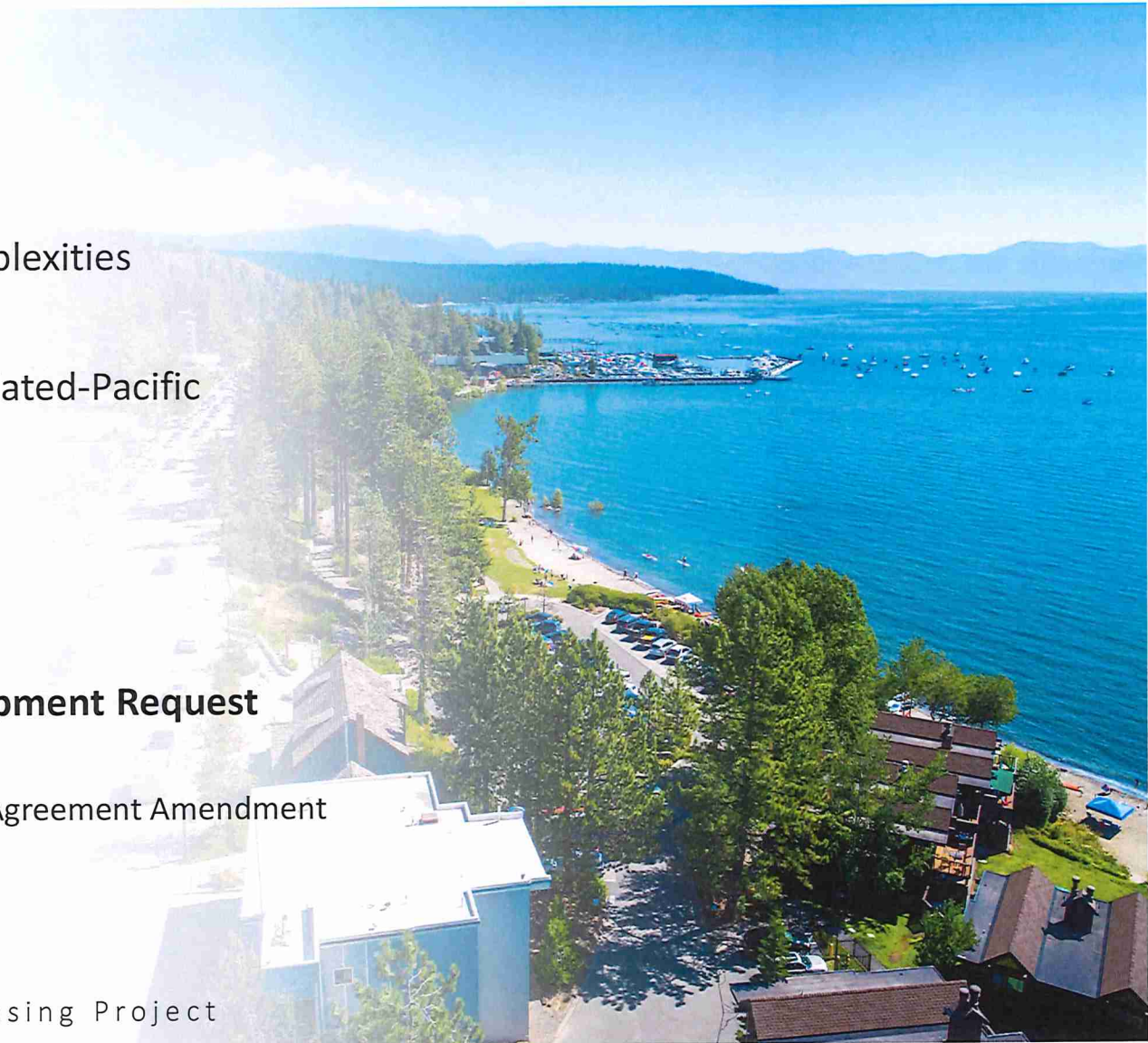
Dollar Creek Crossing Predevelopment Assistance Request

North Lake Tahoe Resort
Association
September 7, 2022

INTRODUCTION

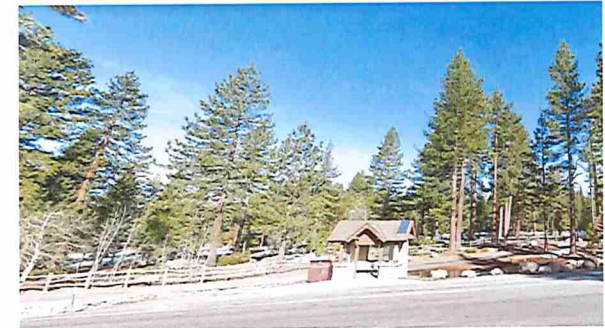
- Project overview/details
- Opportunities, Challenges, Complexities
- County Project Team(s)
- Predevelopment Consultant: Related-Pacific
- Outside Partners
- Community Feedback
- Funding Sources and Uses
- **Next Steps:**
 - **9-7 NLTRA – TOT Predevelopment Request**
 - 9-13 Board of Supervisors
 - Exclusive Right to Negotiate Agreement Amendment
 - TOT Allocation

Dollar Creek Crossing Housing Project



PROJECT TIMELINE

- 2019** ➤ County acquires 11.4-acre Nahas Company property
 - Preliminary Project Planning
 - Community Outreach Started
- 2021** ➤ Planning and study progress, environmental review process started
 - October 26 Board of Supervisors - updated Conceptual Site Plan
- 2022** ➤ Schematic Design and Environmental Review
 - September 13 Board of Supervisors – ERNA Amendment / Funding Request
- 2023** ➤ Finish Schematic Design Documents and Environmental Review
 - Entitlements – County, TRPA
 - **Funding Applications**



Dollar Creek Crossing Housing Project

STRATEGIC INITIATIVES & HOUSING NEEDS

CDRA TAHOE STRATEGIC INITIATIVES



- Complete tasks already underway
- Economic development
- Address housing crisis
- Meet BOS and Tahoe regional goals
- Required by law or mandate



HOUSING NEEDS ASSESSMENT

REGIONAL UNMET HOUSING NEED



MHC Regional Housing Implementation Plan, October 2021



Totals For Sub-Geographies:

Resident Workforce Households

Truckee: 2,469
East Placer: 1,847
East Nevada (non-Truckee): 377

In-Commuter Households

Truckee: 1,618
East Placer: 1,229
East Nevada (non-Truckee): 670

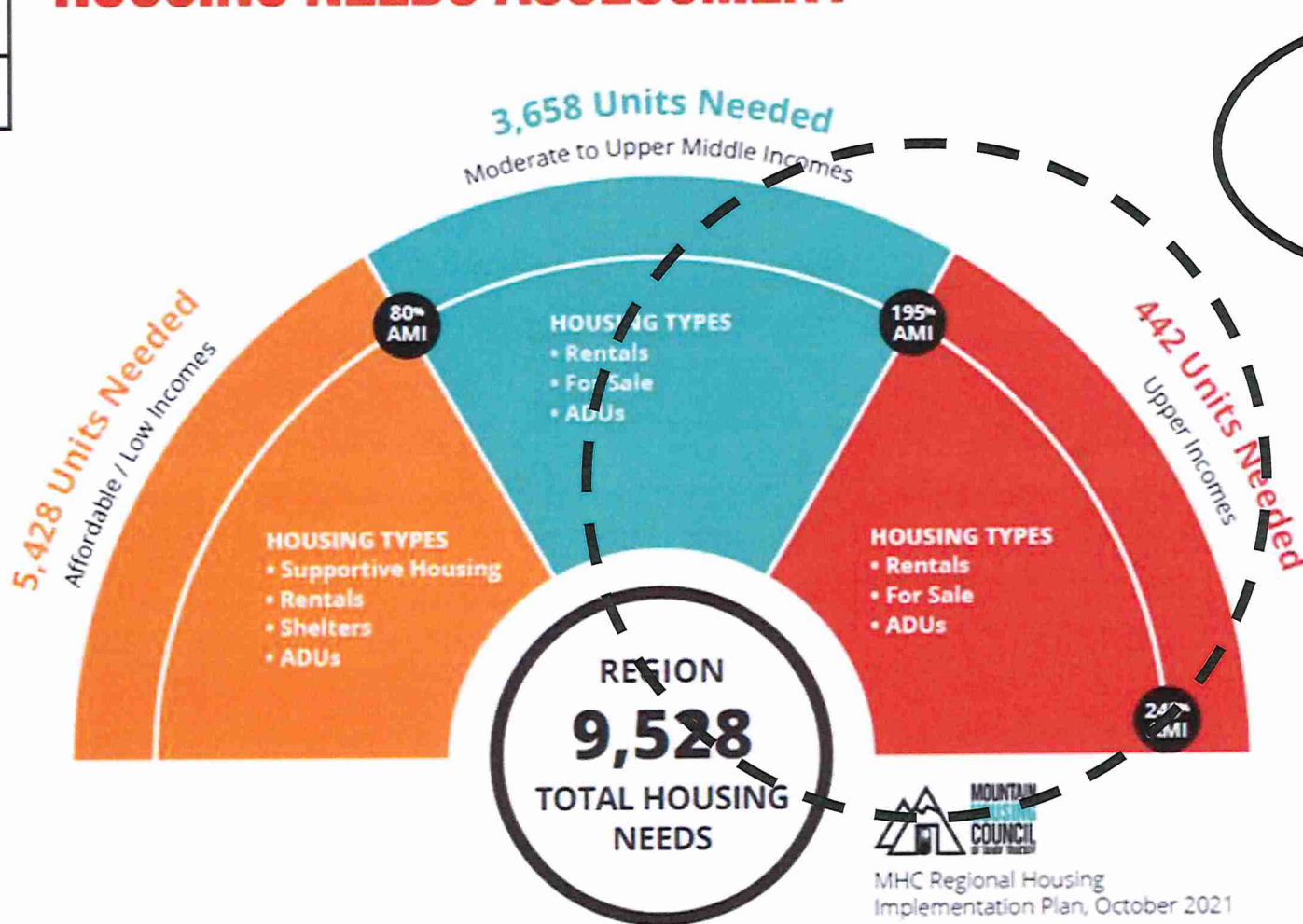
Seasonal Workers Households

Truckee: 627
East Placer: 469
East Nevada (non-Truckee): 179

Homeless

Truckee: 28
East Placer: 16
East Nevada (non-Truckee): 0

HOUSING NEEDS ASSESSMENT



Area Median Income:

- 1 person: \$63,750
- 2 person: \$72,900
- 3 person: \$82,000

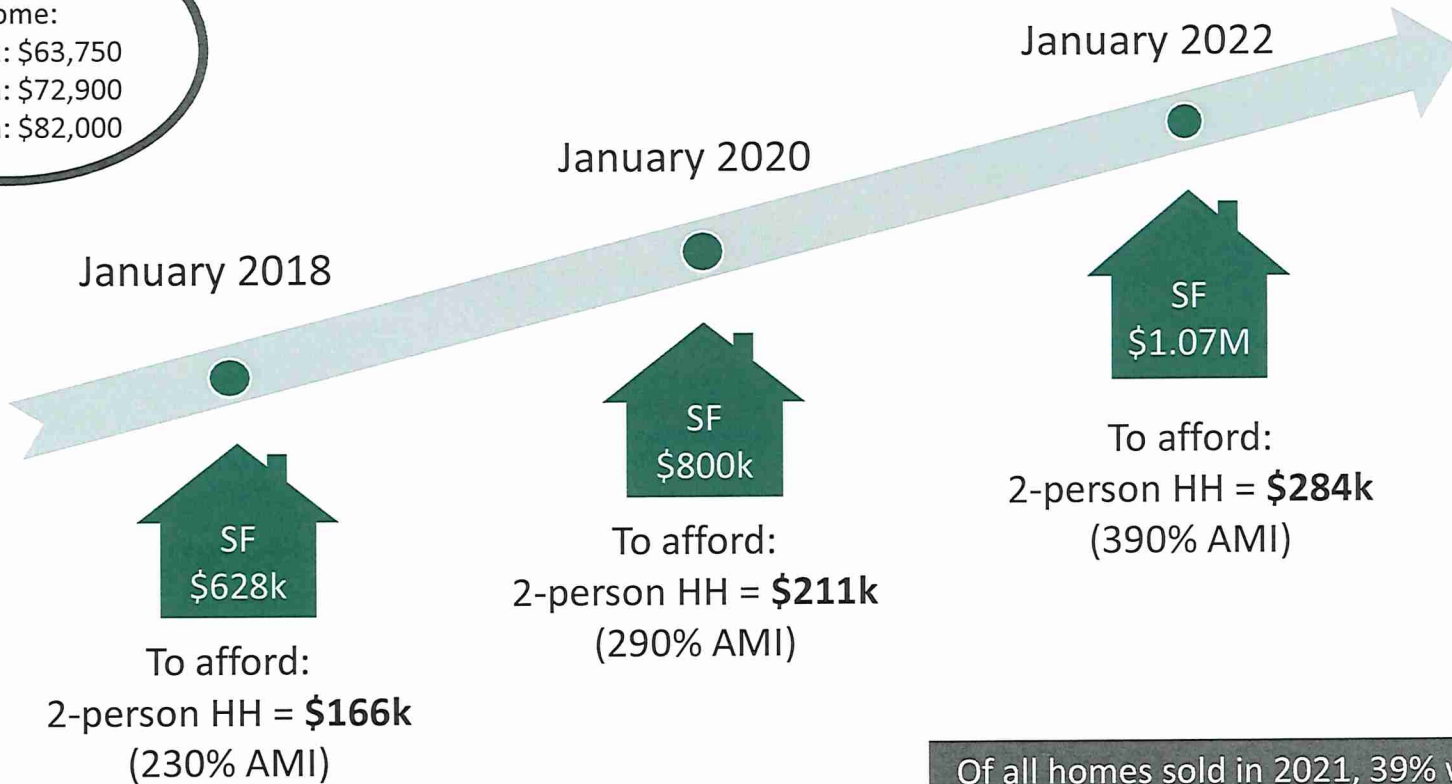
INCOME & AFFORDABILITY

ANNUAL INCOMES BY AMI FOR PLACER COUNTY RESIDENTS (2021)					
Income Level	1 Person	2 Person	3 Person	4 Person	5 Person
Extremely Low (up to 30% AMI)	\$19,050	\$21,800	\$24,500	\$27,200	\$31,040
Very Low (up to 50% AMI)	\$31,750	\$36,250	\$40,800	\$45,300	\$48,950
60%	\$38,250	\$43,740	\$49,200	\$54,660	\$59,040
Low (up to 80% AMI)	\$50,750	\$58,000	\$65,250	\$72,500	\$78,300
Median (up to 100% AMI)	\$63,750	\$72,900	\$82,000	\$91,100	\$98,400
Moderate (up to 120% AMI)	\$76,500	\$87,450	\$98,350	\$109,300	\$118,050
Missing Middle (up to 170% AMI)	\$108,375	\$123,930	\$139,400	\$154,870	\$167,280
180% AMI	\$114,750	\$131,220	\$147,600	\$163,980	\$177,120
Missing Middle (up to 195% AMI)	\$124,313	\$142,155	\$159,900	\$177,645	\$191,880
TRPA Achievable MF (up to 220% AMI)	\$140,250	\$160,380	\$180,400	\$200,420	\$216,480
TRPA Achievable SF (up to 245% AMI)	\$156,188	\$178,605	\$200,900	\$223,195	\$241,080

AFFORDABLE HOME PURCHASE PRICE BY AMI FOR PLACER COUNTY RESIDENTS (2021)					
Income Level	1 Person	2 Person	3 Person	4 Person	5 Person
Extremely Low (up to 30% AMI)	\$72,200	\$82,622	\$92,855	\$103,088	\$117,642
Very Low (up to 50% AMI)	\$120,333	\$137,388	\$154,632	\$171,687	\$185,521
Low (up to 80% AMI)	\$192,343	\$219,820	\$247,298	\$274,775	\$296,757
Median (up to 100% AMI)	\$241,613	\$276,291	\$310,780	\$345,269	\$372,936
Moderate (up to 120% AMI)	\$289,935	\$331,436	\$372,747	\$414,247	\$447,410
Missing Middle (up to 170% AMI)	\$410,741	\$469,695	\$528,326	\$586,957	\$633,991
180% AMI	\$434,903	\$497,324	\$559,404	\$621,484	\$671,285
Missing Middle (up to 195% AMI)	\$471,144	\$538,767	\$606,021	\$673,275	\$727,225
TRPA Achievable MF (up to 220% AMI)	\$531,548	\$607,840	\$683,716	\$759,592	\$820,459
TRPA Achievable SF (up to 245% AMI)	\$591,951	\$676,913	\$761,411	\$845,909	\$913,693

NORTH TAHOE-TRUCKEE MEDIAN SALES \$

Area Median
Income:
1 person: \$63,750
2 person: \$72,900
3 person: \$82,000



Of all homes sold in 2021, 39% were cash offers
(Sierra Board of Realtors)

HOUSING COMMITMENTS & PROJECTS

EAST PLACER COUNTY COMMITMENTS

Type of Assistance	Amount	Units	Notes
Second Loan	\$ 1,027,060	23	Includes Martis Fund loans
Rehabilitation Loan	\$ 126,225	2	
Land Purchase	\$ 3,400,000	0	Dollar Creek Crossing
Development Loan	\$ 13,582,700	173	Sawmill Heights and Kings Beach
Developer Agreement	\$ 0	96	Hopkins Village and Meadowview
Total	\$ 18,135,985	294	

PROJECTS

- **Hopkins Village**

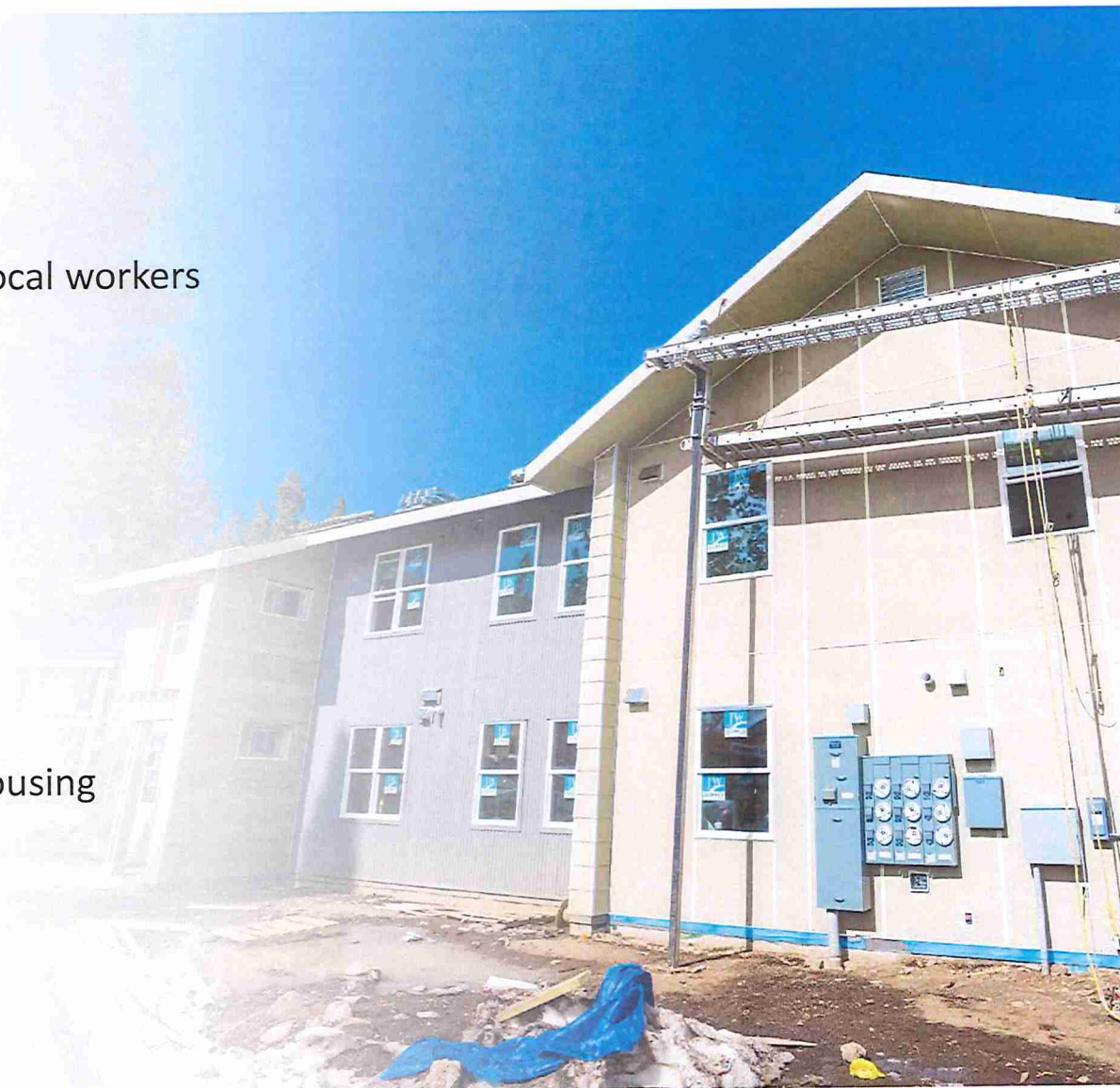
- 40-unit for-sale development for local workers earning 180% AMI
- 15 units under contract
- Opening Spring 2022

- **Meadowview Place**

- 56-unit affordable housing rentals
- Opened December 2021

- **Dollar Creek Crossing**

- Up to 150 rental and for-sale units
- Won \$2.5M in Permanent Local Housing Allocation Grant
- Environmental review under way
- Construction planned 2024-2025



DOLLAR CREEK CROSSING HOUSING PROJECT



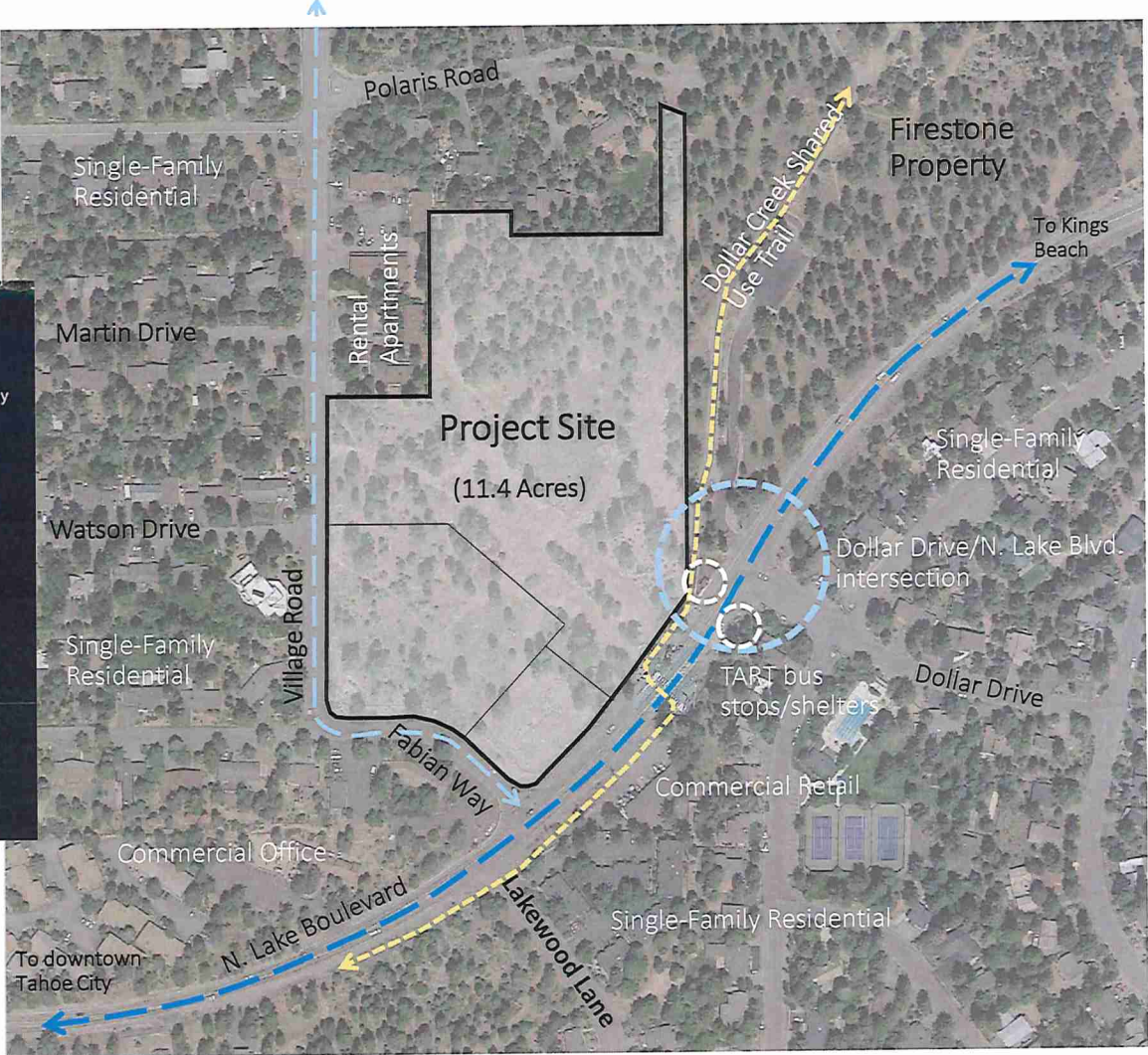


CURRENT PROJECT PLANNING

- Consultant Studies
 - Feasibility
 - Land Capability
 - Transportation
- Related-Pacific Coordination
- Stakeholder Coordination
- County Housing Team Coordination
- Site Plan Development
- Environmental Review

Dollar Creek Crossing Housing Project

PROJECT SITE



Dollar Creek Crossing Housing Project

PROJECT DESCRIPTION

Potential Project Elements:

Rental Apartments

- Household Income: 30-80% Area Median Income
- Depending on funding availability: 80-220% Area Median Income
- Potential for up to 90 rental housing units consisting of Studios, 1, 2 & 3 bedroom units within two-story modular buildings

For-Sale Housing

- Household Income: 80-245% Area Median Income
- Town Homes consisting of 1, 2 & 3 bedroom units with private garages. Potential for Junior ADU's (Accessory Dwelling Units)
- Cottages consisting of 1 & 2 bedroom units with dedicated surface parking

Community Service

A possible community service use building of up to 5,900 square-feet with associated parking is planned at the main entrance at North Lake Boulevard and Dollar Drive to support the project and surrounding community with potential uses such as a daycare center or library.

Dollar Creek Crossing Housing Project



SITE LEGEND

- 2 STORY DUPLEX
(FOR SALE WITH PRIVATE GARAGE)
- 2 STORY COTTAGE
(4-PLEX FOR SALE CONDO)
- 1 OPEN SPACE/AMENITY/STORM WATER
- 2 DOLLAR CREEK TRAIL HEAD
- 3 MULTI USE TRAIL
- 4 DOLLAR DRIVE EXTENSION
- AFFORDABLE
(MULTI-FAMILY FOR RENT)
- COMMUNITY SERVICE
(SINGLE STORY - 5,900 GSF)

Planning Concepts

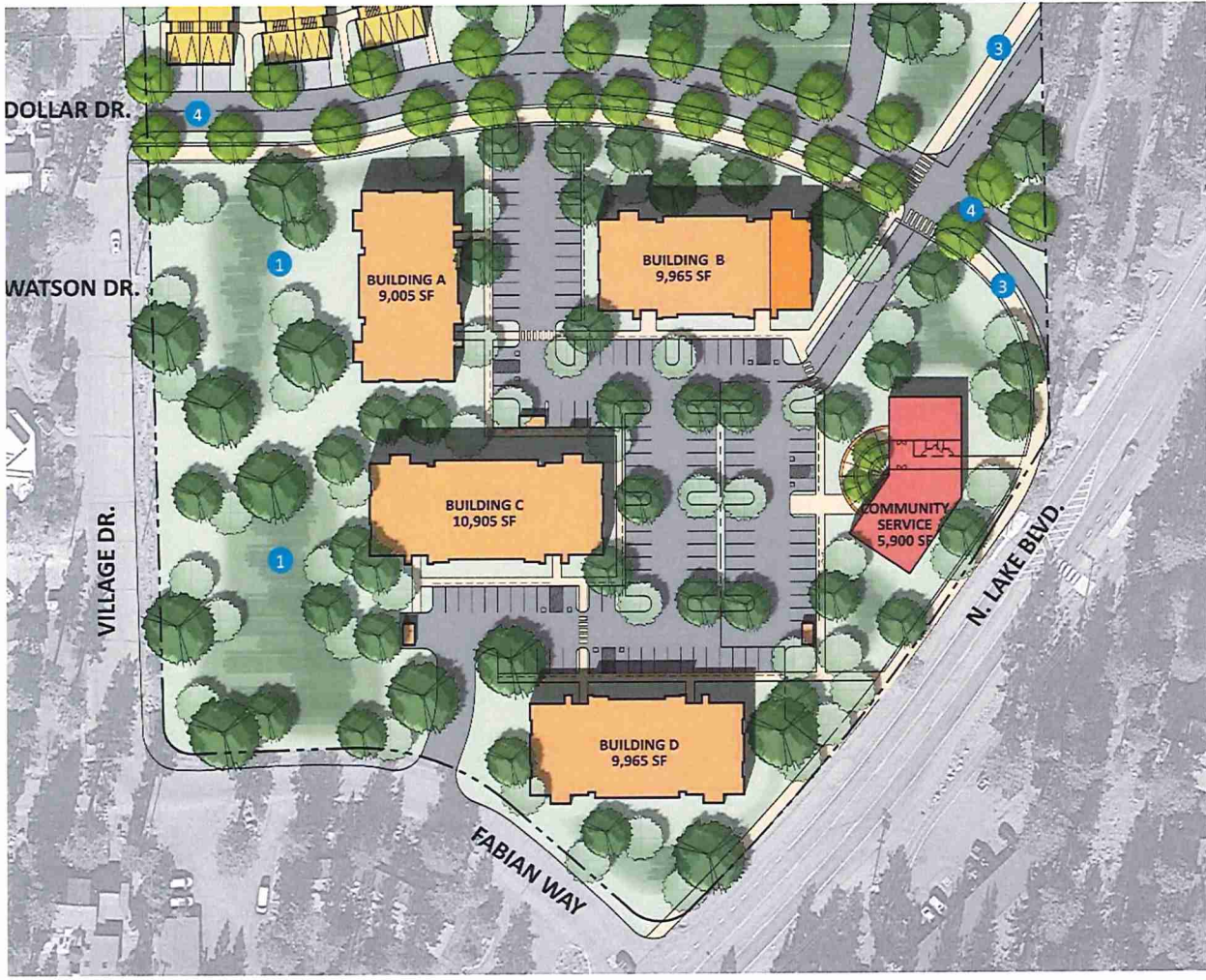
Strategically placed open space as passive/active use and setback/screening areas

Currently indicating two-story buildings per maximum building height dimensions in current TRPA Code of Ordinances, Chapter 37

30 percent maximum coverage – TRPA Land Capability

Work with natural site contours and building placement to reduce cut and fill locations

Main vehicular access at N. Lake Boulevard and Dollar Drive, similar to Highlands Village project, approved in 2003 but never built.



Phase One Lower Site Area

- 1 OPEN SPACE/AMENITY/STORM WATER
- 2 DOLLAR CREEK TRAIL HEAD
- 3 MULTI USE TRAIL
- 4 DOLLAR DRIVE EXTENSION

Planning Concepts

Public transportation access is adjacent to the rental apartments located along N. Lake Boulevard.

Pedestrian, bicycle, and vehicular connectivity from the adjacent neighborhood to N. Lake Boulevard, public transit, public open space within the project, Dollar Creek Trail, and the potential community service location were considered.



Phase Two Upper Site Area

- 1 OPEN SPACE/AMENITY/STORM WATER
- 2 DOLLAR CREEK TRAIL HEAD
- 3 MULTI USE TRAIL
- 4 DOLLAR DRIVE EXTENSION

Planning Concepts

The conceptual site layout is designed to blend with the property's surrounding land uses.

The site layout places the potential for-sale housing adjacent to the residential neighborhood that borders the project to the west and north.



Mercy North Auburn Housing Project

County partnered with Mercy Housing - Affordable Housing Developer/Operator
3-acre site, 79 affordable rental units, 3-story housing facility
\$37.7M Construction Cost
Placer County Government Center Master Plan – Environmental Review

Project Funding:

County Contribution -

- Land Value

- Development Impact Fee Credits

- Development Impact Fee Offsets – Housing Trust Fund

- Development Processing Fee Offsets – Housing Trust Fund

- Staff Costs

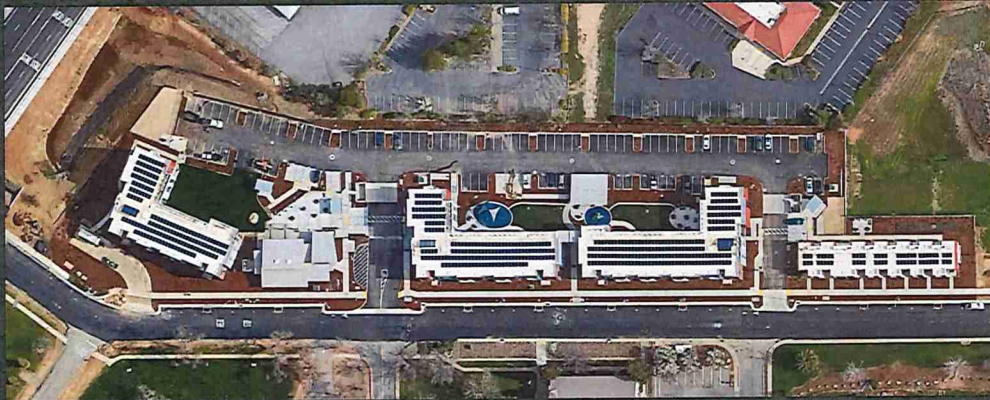
- Consultant Costs – Environmental Review

Other Sources -

- 9% Low Income Housing Tax Credits

- No Place Like Home

- 20 Project Based Housing Vouchers



Dollar Creek Crossing Housing Project

PROJECT FUNDING STRATEGIES



Rental Apartments

- Low Income Housing Tax Credits
- State/Federal Grants
- Local Funding
- County/Local Development and Impact Fee Offsets
- Gap Funding

For-Sale Housing

- Local Funding
- County/Local Development and Impact Fee Offsets
- Gap Funding

Community Service

- State Grants
- Local Funding
- County/Local Development and Impact Fee Offsets
- Gap Funding

Dollar Creek Crossing Housing Project

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT AMENDMENT

Related-Pacific was selected as the County's developer through a formal Request for Proposal process. The Board approved an Exclusive Right to Negotiate Agreement with Related-Pacific and subsequently approved three amendments to the agreement for time extensions.

Recommended Fourth Amendment to the Agreement:

Specifies tasks and a schedule for predevelopment activities associated with the potential affordable housing, market rate housing and potential commercial or public service uses through the Entitlement Phase of the project:

- Architectural and Engineering Consulting Services
- Appraisal/Market Studies
- CEQA/NEPA Coordination
- Timber Harvest Conversion Plan and Permit
- Subdivision Costs
- Grant Funding Consulting
- Legal Fees
- Administration

PREDEVELOPMENT ASSISTANCE REQUEST

The total not-to-exceed cost for the predevelopment activities is \$937,554.00:

- **\$602,743 is recommended from Transient Occupancy Tax funds**
 - \$455,194.00 is associated with predevelopment activities for affordable housing component and therefore staff plans to seek reimbursement of those funds from California Permanent Local Housing Allocation (PLHA) funds.
 - This amount is estimated to be reimbursed in increments over the next 6-8 months as services are completed, invoiced and paid by the County.
- **Net impact to Transient Occupancy Tax Funds is \$147,549**

Dollar Creek Crossing Housing Project

PREDEVELOPMENT ASSISTANCE REQUEST

Predevelopment Activities	Predevelopment Activity Cost	Housing Planning Funds	General Fund	TOT Allocation Request	PLHA Reimbursement	Net Impact - TOT
Affordable Rental Apartments	\$455,194			\$455,194	(\$455,194)*	
For Sale Housing	\$342,549	(\$195,000)		\$147,549		\$147,549
Community Service	\$139,811		(\$139,811)			
Total	\$937,554			\$602,743		



*This amount is estimated to be reimbursed in increments over the next 6-8 months as services are completed, invoiced and paid by the County.

Dollar Creek Crossing Housing Project



NEXT STEPS/SCHEDULE

- Environmental Review
Estimated completion Spring 2023
- Predevelopment Activities
Estimated completion Spring 2023
- Design Review
Estimated completion Summer 2023
- Funding Applications - Affordable Rental Housing
Fall/Winter 2023-24
- Construction - contingent upon funding and approval
by the Board of Supervisors

Dollar Creek Crossing Housing Project

NLTRA BOARD OF DIRECTORS RECOMMENDED ACTION

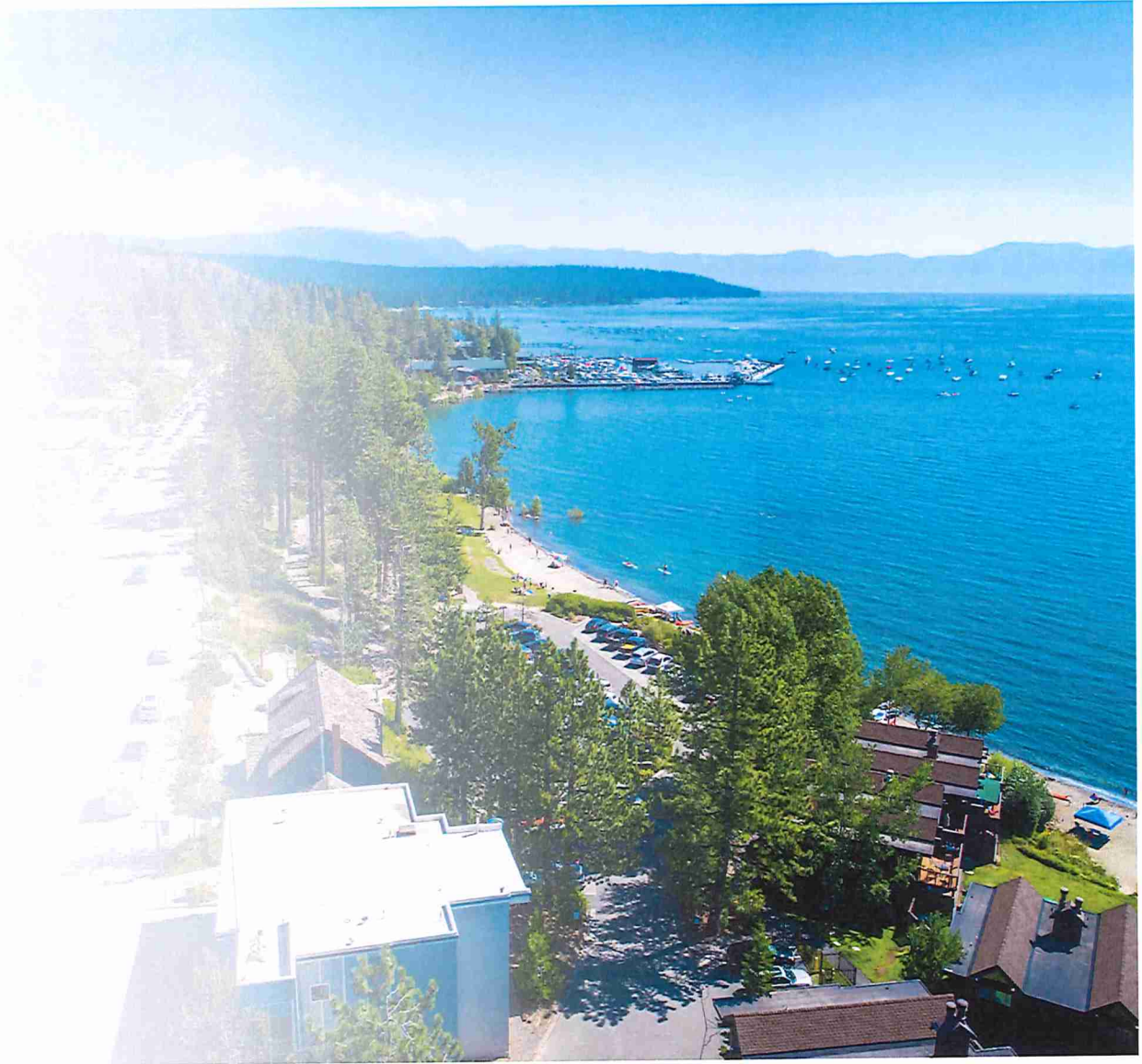
The NLTRA Board of Directors recommends to the Placer County Board of Supervisors allocation of Transient Occupancy Tax funds for predevelopment activities associated with the Dollar Creek Crossing Housing Project in an amount of \$602,743*.

*Reimbursement funds in an estimate of \$455,194 from the PLHA program are anticipated to reimburse TOT funds; resulting in a net impact to available TOT of \$147,549.



Dollar Creek Crossing Housing Project

FEEDBACK
QUESTIONS
RECOMMENDATION





north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: September 7, 2022

TO: NLTRA Board of Directors

FROM: Tony Karwowski, CEO/President

RE: Minor bylaw revision approval

Action Requested

Requesting the Board of Directors review and authorize noted minor bylaw changes.

Background

The noted minor bylaw changes in the attached supporting documents have been reviewed and approved by council. The proposed changes are determined to be within the scope of the Board of Directors to change. Notification of the proposed changes was made to all members pursuant to Article 9 Section 1 of bylaws as necessary.

Fiscal Impact:

No direct fiscal impact to the NLTRA

Attachments:

N/A

BYLAWS
OF
NORTH LAKE TAHOE RESORT ASSOCIATION, INC.,
a California Nonprofit Public Benefit Corporation

ARTICLE I

General

Section 1 **NAME.** This organization is incorporated under the laws of the State of California and shall be known as the North Lake Tahoe Resort Association, Inc. (the “corporation”). The corporate seal of the corporation shall include the full name and shall be inscribed there on the words: “Incorporated March 4, 1996, California.”

Section 2 **PURPOSE.** The purpose of the corporation is to promote/ enhance, reinvigorate, coordinate, and direct tourism for the economic betterment of the North Lake Tahoe Region. Additionally, the corporation may operate as a Chamber of Commerce and Visitor and Convention Bureau. The corporation shall serve as the Owners’ Association for the North Lake Tahoe Tourism & Business Improvement District (“NLTTBID”) as set forth in the North Lake Tahoe Tourism & Business Improvement District Management District Plan dated February 24, 2021 (“Management District Plan”) for as long as the NLTBID is in existence.

Section 3 **BUSINESS OFFICES.** The principal office of the corporation in the State of California shall be located in the County of Placer. The corporation may have such other office(s), either within or without the State of California, as the Board of Directors (“Board”) may determine or as the affairs of the corporation may require from time to time.

Section 4 **REGISTERED OFFICE.** The corporation shall have and continuously maintain in the State of California a registered office address and registered agent whose office is identical with such registered office, as required by the California Nonprofit Corporation Law. The registered office may be, but need not be, identical with the principal office in the State of California., and the address of the registered office may be changed from time to time by the Board.

Section 5 **LIMITATIONS.** The corporation shall observe all local, state, and federal laws that apply to a non-profit organization as defined in Section 501(c)(4) of the Internal Revenue Code.

ARTICLE II

Membership

Section 1 **FULL MEMBERSHIP.** The Members of the corporation shall consist of for profit, non-profit, and government organizations having an office / location in the North Lake Tahoe Resort Association membership area or North Tahoe area as defined below, as well as, organizations/agencies that have jurisdictional obligations within the North Lake Tahoe Resort

Association membership area or North Tahoe area (“Member”). Each Member shall be a voting Member of the corporation so long as it has timely paid corporation dues, fees and assessments. The corporation dues, fees, and assessments shall be set by the Board. Each Member shall designate in writing to the corporation one (1) person who has the authority to act on behalf of the Member including the Member’s right to vote.

Section 2 AFFILIATE MEMBERSHIP. Affiliate Membership shall mean any individual, or entity who or that does not qualify for Full Membership, but who has an interest in the affairs of the corporation. Affiliate Members shall not have a vote. Affiliate Members may be eligible to be included in collateral material and other membership benefits as established by Board policy.

Section 3 NORTH LAKE TAHOE RESORT ASSOCIATION MEMBERSHIP AREA OR NORTH TAHOE. The North LakeTahoe Resort Association membership area or North Tahoe area shall refer to (a) the geographic area that is east of a directly north to south line that intersects with the Rainbow Lodge Building (located on Interstate 80 west of Soda Springs), west of the California/Nevada border, south of the Placer County/Nevada County border, north of a directly east to west line that intersects the westernmost point of Emerald Bay (of Lake Tahoe, on Highway 89 south); (b) the Town of Truckee; (c) the area in the state of Nevada that is within the Tahoe Basin and north of a directly east to west line that intersects the southernmost point of the Sand Harbor Nevada State Park; and (d) the geographic area within the boundary of the NLTTBID as set forth in the District Management District Plan.

Section 4 TERMINATION OF MEMBERSHIP.

a. The Board, by majority vote, shall terminate the membership of any Member who becomes ineligible for membership shall suspend any Member who is in default in payment of dues, fees or assessments for the period of thirty (30) days after the date such dues become payable and shall expel any Member who shall be in default in payment of dues, fees or assessments for the period of ninety (90) days after the date such dues become payable. A Member shall be suspended or expelled for cause, pursuant to Section 76 of this Article II, based upon the good faith determination by the Board that the Member has failed in a material and serious degree to observe the corporation’s rules of conduct, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of the corporation. A person whose membership is suspended shall not be a Member during the period of suspension.

b. Any Member terminated under the provisions of this Section 43 of Article II may appeal the action of the Board by requesting a Special Action at the next meeting of the membership.

Section 5 ~~Section 5~~. RESIGNATION. Any Member may resign by filing a written resignation with the Secretary of the corporation, but such resignation shall not relieve the Member resigning of the obligation to pay any dues, assessments, or other charges accrued and unpaid.

Section 6 ~~Section 6~~. REINSTATEMENT. Upon written request signed by a former Member and filed with the Secretary, the Board may, by the affirmative vote of two-thirds (2/3)

of the directors eligible to vote, reinstate such former Member to membership upon such terms as the Board may deem appropriate.

Section 7 PROCEDURE FOR EXPULSION OR SUSPENSION. If grounds appear to exist for expulsion or suspension of a Member for cause under Section ~~43~~ of Article 11, the following procedure shall be followed:

a. The member shall be given fifteen (15) days prior notice of the proposed expulsion or suspension and the reasons for the proposed expulsion or suspension. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by first class or registered mail to the Member's last address as shown on the corporation's records.

b. The Member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed expulsion or suspension. The hearing shall be held or the written statement considered by the Board.

c. The Board shall decide whether or not the Member should be suspended, expelled or sanctioned, which action shall be taken only by affirmative vote of two-thirds (2/3) of the directors eligible to vote. The decision of the Board shall be final.

Section 8 TRANSFER OF MEMBERSHIPS. No rights or obligations arising from membership shall be transferred or assigned. Should a business become unrepresented as a Member due to the failure of the person formerly representing that business to be qualified for membership, a new person or entity may apply for membership to represent that business.

ARTICLE III

Meetings of the Members

Section 1 ANNUAL MEETING. An annual meeting of the Members shall be held in or around North Tahoe, in California, on the first Wednesday in October each year, the time and place to be designated by the Board. Notice of the annual meeting, reports of the affairs of the corporation shall be considered, and proper business may be transacted that is within the powers of the Members. Failure to hold the annual meeting at the designated time shall not result in a forfeiture or dissolution of the corporation. Each annual meeting shall take place no later than 15 months after the preceding annual meeting or the incorporation of the corporation.

Section 2 SPECIAL MEETINGS. A Special Meeting of the Members for any lawful purpose may be called at any time by the Board, the Chair, or any three (3) or more Board Members, or by five percent (5%) or more of the Members. A Special Meeting called by any person other than the Board shall be called by written request, specifying the general nature of the business proposed to be transacted, and submitted to the Chair or any Vice Chair or the Secretary of the corporation. The officer receiving the request shall cause notice to be given promptly to the Members entitled to vote, in accordance with Section 5 of this Article III, stating that a meeting will be held at a specified time and date fixed by the Board, provided, however, that the meeting date shall be at least thirty-five (35) but not more than ninety (90) days after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person or persons

requesting the meeting may give the notice. Nothing in this section shall be construed as limiting, filing, or affected the time at which a meeting of the Members may be held when the meeting is called by the Board. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a Special Meeting.

Section 3 RECORD DATE. The Board shall set a record date for the purpose of determining voting rights of the Members at the Annual Meeting and/or any additional or Special Meeting or special questions to come before the Members at least forty five (45) days before the date of the meeting is held or on which the first written ballot is mailed or solicited in the case of action by written ballot.

Section 4 NO PROXIES. Voting by proxy shall not be allowed at any meeting of the Members, or in a vote by written ballot.

Section 5

a. NOTICE OF MEETINGS. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, in accordance with this Section 5 of Article III, to each Member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting and, (a) for a Special Meeting, the general nature of the business to be transacted, and no other business may be transacted, or (b) for the Annual Meeting, those matters that the Board, at the time notice is given, intends to present for action by the Members, but except as provided in Section 5.b., below, any proper matter may be presented at the meeting. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

b. NOTICE OF CERTAIN AGENDA ITEMS. Approval by the Members of the any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals;

- (i) Removing a director without cause;
- (ii) Filing vacancies on the Board;
- (iii) Amending the Articles of Incorporation; or
- (iv) Electing to wind up and dissolve the corporation.

c. MANNER OF GIVING NOTICE. Notice of any meeting of Members shall be in writing and shall be given at least ten (10) but not more than sixty (60) days before the meeting date. The notice shall be given either personally or by first class, registered, or certified mail, or electronic mail, or by other means of written communication, charges prepaid and shall be addressed to each Member entitled to vote, at the physical or electronic address of that Member appearing on the books of the corporation or at the physical or electronic address given by the Member to corporation for purposes of notice. If no physical or electronic address appears on the corporation's books and no physical or electronic address has been given, notice shall be deemed to have been given either:

- (i) Notice is sent to that Member by first class mail or telegraphic or written communication to the Member's principal office; or
- (ii) Notice is published at least once in a newspaper of general circulation in the county in which the principal office is located. An affidavit of the mailing of any notice of any Members' meeting, or of the giving of such notice by other means, may be executed by the Secretary or an assistant secretary of the corporation, and if so executed, shall be filled and maintained in the corporation's minute book.

Section 6 VOTING. Each Member as defined by these Bylaws, shall be entitled to one vote. Any voting Member whose dues are not fully paid shall not be eligible to vote. Voting may be by voice or ballot except that any election of directors must be by ballot if demanded by any Member at the meeting before the voting begins.

Section 7 ACTION BY WRITTEN BALLOT WITHOUT A MEETING. Any action, including without limitation election of directors, that may be taken at any meeting of the Members may be taken without a meeting by complying with the following provisions of this Article III, Section 7:

a. SOLICITATION OF WRITTEN BALLOTS. The corporation shall distribute one (1) written ballot to each Member entitled to vote on the matter. Such ballots shall be mailed or delivered in the manner required by Section 5 of this Article III. All solicitations of votes by written ballot shall:

- (i) Indicate the number of responses needed to meet the quorum requirement;
- (ii) With respect to ballots other than for election of directors, state the percentage of approvals necessary to pass the measure or measures;
- (iii) Specify the time by which the ballot must be received in order to be counted;
- (iv) Each ballot so distributed shall (1) set forth the proposed action; (2) provide the Members an opportunity to specify approval or disapproval of each proposal; and (3) provide a reasonable time to return the ballot to the corporation. If the corporation has one hundred (100) or more Members, any written ballot distributed to ten (10) or more Members shall provide, subject to reasonable specified conditions, that if the solicited Member specifies a choice with respect to any such matter, the vote shall be cast in accordance with that specification. In any election of directors, a written ballot that a Member marks "withhold", or otherwise in a manner indicating that authority to vote is withheld, shall not be voted either for against the election of a director; and

(v) Set the (1) election date if an election, or (2) date of determination.

b. NUMBER OF VOTES AND APPROVALS REQUIRED. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot (including those ballots marked “withhold” or otherwise indicate that authority to vote is withheld) within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.

c. WRITTEN REVOCATION. A written ballot may not be revoked.

d. FILING. All written ballots shall be filed with the Secretary and maintained in the corporate records for at least three (3) years.

Section 8 QUORUM. Ten percent (10%) of the voting power of the Members shall constitute a Quorum for the transaction of business at any meeting of Members, provided, however, that if any regular or annual meeting is actually attended in person by less than one-third (1/3) of the voting power, the only matters that may be voted on are those of which notice of their general nature was given under the first and second sentences of Section 5.c. of Article III, above. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, even if enough Members have withdrawn to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

Section 9 ADJOURNMENT AND NOTICE ADJOURNED MEETINGS. Any Members’ meeting, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the Members represented at the meeting. No meeting may be adjourned for more than forty-five (45) days. When a Members’ meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting when adjournment is taken. If after adjournment, a new record date is fixed for notice or voting, or a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 10 ORDINARY ACTION. Ordinary action of the corporation shall mean any action of the corporation that is not a Special Action. If a quorum is present, the affirmative of a majority of the voting power of Members represented at the meeting, entitled to vote and voting on any matter, shall be the act of the members on any Ordinary Action proposal, unless the vote of a greater number is required by the California Nonprofit Public Benefit Corporation law, by the Articles of incorporation or these Bylaws.

Section 11 SPECIAL ACTION. Special Action of the corporation shall mean any action of the corporation designated as such in the Articles of Incorporation or these Bylaws. Special Action shall require the affirmative vote of at least two-thirds (2/3) of the voting power of Members represented at the meeting, entitled to vote and voting on any Special Action matter,

unless the vote of a greater number is required by the California Nonprofit Public Benefit Corporation, or by the Articles of Incorporation or these Bylaws.

ARTICLE IV

Board

Section 1 POWERS.

- a. General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or Bylaws regarding actions that require approval of the Members, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.
- b. Owners' Association Powers. Subject to the provisions and limitations of the California Property and Business Improvement District Law of 1994 and any other applicable laws, and subject to any limitations of the Articles of Incorporation, Bylaws or Management District Plan, the Board shall serve as and exercise the powers of the Owners' Association of the NLTBID as set forth in the Management District Plan for as long as the NLTBID is in existence.

Section 2 NUMBER. The authorized number of directors of the corporation shall be sixteen (16). Five (5) members of the Board shall be elected each year, except that every three (3) years six (6) members of the Board shall be elected, or as many directors shall be elected as there are vacancies occurring at the time of the annual election.

Section 3 COMPOSITION OF BOARD. The Board shall be composed of directors elected by the Members to hold a seat as follows:

Six (6) Seats Nominated by the following organizations and elected by the Members:

1. ~~Squaw/Alpine Meadows Ski Area~~ Palisades Tahoe
2. Northstar, California
3. Homewood Mountain Resort
4. Resort at Squaw Creek
5. Ritz Carlton Lake Tahoe
6. The Placer County Board of Supervisors

Ten (10) Seats with the following designations and elected by the Members:

1. Representing North Shore Lodging/Property Management
2. Representing West Shore Lodging/Property Management
3. At Large, representing Activity businesses

4. At-Large, representing Food & Beverage businesses
5. Tahoe City Downtown Association, designee selected by its board of directors
6. North Tahoe Business Association, designee selected by its board of directors
7. Squaw ~~Valley~~Village Business Association, designee selected by its board of directors
8. Northstar Business Association, designee selected by its board of directors
9. At-Large
10. At-Large

Transition Provision. In order to transition to the above categories of Directors, for 2021 Directors shall be elected for initial terms of either one (1), two (2) or three (3) years as follows:

- a. Initial term of one (1) year:
 - Squaw/Alpine Meadows Ski Area
Resort at Squaw Creek
Representing North Shore Lodging/Property Management
At-Large, representing Food & Beverage businesses
Squaw Village Business Association, designee selected by its board of directors
At-Large
- b. Initial term of two (2) years:
 - Northstar California
Ritz Carlton Lake Tahoe
Representing West Shore Lodging/Property Management
Tahoe City Downtown Association, designee selected by its board of directors
Northstar Business Association, designee selected by its board of directors
- c. Initial term of three (3) years:
 - Homewood Mountain Resort
The Placer County Board of Supervisors
At Large, representing Activity businesses
North Tahoe Business Association, designee selected by its board of directors
At-Large

This transition provision shall expire automatically at the end of 2021.

Each of the above-described directors shall be voting members of the Board.

The Board may have zero (0) to three (3) non-voting advisory members which may include: (1) the Placer County CEO or designee; (2) a representative with transportation expertise appointed by the Board; (3) a representative with workforce housing expertise appointed by the Board; (4) the Tahoe Regional Planning Agency who is appointed by and serves at the will of the Executive Director of the Tahoe Regional Planning Agency; and (5) Sugar Bowl Corporation who is appointed by and serves at the pleasure of the Chief Executive Officer of Sugar Bowl

Corporation The advisory member(s) have the right to attend and participate at all meetings of the Board, but shall have no voting powers and shall not be counted as members of the Board for any voting or quorum purposes.

TERM OF DIRECTORS. Each director shall hold office for a term of ~~threetwo~~ (32) years. Any director is eligible for re-election , except that no director shall serve more than three (3) full consecutive terms.

Section 4 ELECTIONS. The Board shall appoint an Election Committee composed of three (3) to seven (7) Members including at least one (1) Member of the Board and at least one (1) Member not currently serving on the Board. No member of the Election Committee can be a candidate for the election for which they are serving. The responsibilities of the Election Committee shall be:

- a. To solicit qualified candidates for nomination. To qualify, a candidate, must meet at least one of the eligibility criteria set forth in Article IV, Section 3 for a director to be nominated by one of the six (6) organizations listed therein or meet one of designations for one of the ten (10) other seats.
- b. To give notice of the election.
- c. To conduct the election.
- d. To appoint an impartial party as inspector of election to tally the ballots and announce the results to the Board.

Section 5 ~~Section-6~~. ELECTION OF DIRECTORS.

- a. Election of directors shall be by written ballot.
- b. The elections will occur based on the following schedule:

Record Date	45 Days prior to the date of Election Date or on which the first written ballot is mailed or solicited
Notice of the Election	30 Days prior to the Filing Deadline
Filing Deadline	5 p.m., two business days before the February Board meeting
Final Tally	Tuesday 5 p.m., two business days before the March Board meeting
Election Date	Board Meeting
New Board Members	March Board Meeting
Take Office	April Board Meeting

c. The Board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to Members the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all Members to choose among the nominees. Without Board authorization, no corporate funds may be expended to support a nominee for director after more people have been nominated for director than can be elected to a contested position.

d. Elections: Five (5) members of the Board shall be elected each year, except that every three (3) years six (6) members of the Board shall be elected, for three (3) year terms.

e. Special Elections: Should these Bylaws be amended to provide for additional Board Members and/or change of the composition of the Board, a special election of any director position affected by such changes shall be held by written ballot, or at a general or special meeting held in accordance with these Bylaws.

f. Special Election June 2021: Notwithstanding subparts a through e, above, a special election may be conducted by written ballot in June 2021 to elect all sixteen (16) Board Members to the seats and for the terms set forth in Article IV, Section 3, above. The Board may select the candidates for each seat and present them to the Members and provide the Members with a notice of special election. All members in good standing as of the date of the special election shall be entitled to vote. All Board Members elected at the June 2021 special election shall take office on June 30, 2021. The terms of the Board Members seated prior to the special election shall end on June 30, 2021. The Special Election held in June 2021 shall be an Ordinary Action for purposes of these Bylaws.

Section 6 VACANCY. A vacancy occurs when an elected director ceases to own or is employed by the organization that nominated him or her when that director holds one of the six (6) seats which are filled by nominations of specific business and then voted on by the Members, meet the Board composition requirements for the seat he or she holds, resigns or is removed by the Board or the Members. Any elected director vacancy occurring on the Board shall be filled by the affirmative vote of a majority of the remaining directors at a meeting at which there is a quorum of directors present. A vacated seat must be filled by a Member who fills the required Board composition requirements for that vacant seat. A director elected in this manner to fill a vacancy shall serve until the next election of directors, at which time a director will be elected to fill the remainder of the unexpired term.

Section 7 RESIGNATION. Any director may resign at any time by mailing or delivering, or transmitting by facsimile or electronic mail, written notice of his/her resignation to their Chair or the Secretary of the corporation. Any such resignation shall be effective when the notice is given, unless it specifies a later time for the resignation to become effective. Except on notice to the Attorney General of California, no director may resign if the corporation would be left without a duly elected director or directors in charge of its affairs.

Section 8 REMOVAL BY BOARD. Any member of the Board may be removed by the affirmative vote of two-thirds of the directors entitled to vote, whenever in their judgment grounds for the removal of a director provided in California Corporations Code §5221 exist.

Without limitation, it shall be cause for removal of a director if the director fails to attend three (3) consecutive Board of Directors regular meetings, as defined in Article V, Section 4.

Section 9 REMOVAL BY VOTE OF MEMBERS. Any elected director may be removed for any reason, with or without cause, upon the affirmative vote of a majority of all Members, if the corporation has fewer than fifty (50) Members, or by the affirmative vote of the majority of the Members represented at a meeting, or on written ballot, at which a quorum is present, if the corporation has fifty (50) or more Members.

ARTICLE V

Duties of the Board

Section 1 Without limiting the general powers set forth in Section 1 of Article IV of these Bylaws, the directors shall have the specific powers and duties set forth in this Article V.

Section 2 BUDGET. The Board shall, prior to the beginning of each fiscal year, propose and tentatively adopt a budget, which shall also include all long-term or continuing commitments of the corporation made in connection with or contemplated under any previously approved budget. The ~~budget~~ finance committee will submit a draft budget to the Board for tentative adoption. The Board will submit the portion of the budget funded by transient occupancy tax (TOT) to Placer County for approval, and shall adopt the budget in final form after receipt of such approval.

Section 3 ADDITIONAL REVENUES. The Board shall provide for additional means of funding the activities of the corporation through appropriate actions as may benefit the general funds and overall operations of the corporation.

Section 4 REGULAR MEETINGS. The Board shall meet on the first Wednesday of each consecutive month, or at intervals determined by resolution of the Board at a time and place designated by the Chair. Regularly scheduled meetings of the Board may be rescheduled by the Chair or by the Secretary by authority of the Chair. Delivery of meeting materials to the Board shall occur no fewer than five (5) calendar days prior to the regular meeting.

After consideration by the Chair of the reasons given by a Board member who has been absent from three (3) consecutive regular Board meetings, the Chair shall make a recommendation to the full Board and the Board will decide whether or not to remove a Board member under Article IV, Section 9 and, if the Board member is so removed, the Board will proceed to select a successor to fill such vacancy in accordance with Article IV, Section 67.

Section 5 SPECIAL MEETINGS. A special meeting of the Board shall be held upon four (4) days' notice by first class mail or forty-eight (48) hours' notice delivered personally, by telephone, facsimile, or electronic mail and may be called by the Chair, any Vice Chair or the Secretary, or any two (2) directors. Notice of a special meeting may not be given to any director who signs a waiver of notice or a written consent to holding the meeting or any approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior to thereto or at its commencement, the lack of notice of such director. All such

waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 6 QUORUM. At all meetings of the Board, the majority of the directors shall constitute a quorum. In the event that a quorum is not in attendance at any meeting, the meeting shall promptly be adjourned for a period of forty-eight (48) hours or until a quorum is present. Notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment. ~~With the approval of a vote of the majority of directors present at any meeting, whether or not a quorum is present,~~ ~~m~~Members of the Board may participate in the meeting through telephonic or electronic means in compliance with the Brown Act~~use of conference telephone or similar communications equipment, so long as all members participating in such a meeting can hear one another.~~ Participation in a meeting by ~~telephone~~ such means constitutes presence in person at such meeting.

The Chair will vote on all matters before the Board. If any vote ends in a tie, the issue shall not be approved.

Section 7 PROXY AND ASSIGNMENT. There shall be no voting by directors by proxy or assignment. Directors must be present at the meeting to place a vote.

Section 8 MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws. Each director shall be entitled to one vote on each matter submitted to the Board.

Section 9 COMPENSATION. Directors shall not receive any salary or other compensation for services to the corporation as a director; provided that the Board may, by resolution adopted by a majority of the directors then entitled to vote, provide compensation in a fixed sum and reimbursement of expenses for attendance, which may be allowed for attendance at each regular or special meeting of the Board. Compensation shall be consistent with the nonprofit status of the organization and in compliance with all rules and regulations of the Internal Revenue Service.

Section 10 ADJOURNMENT. Any meeting of the Board may be adjourned by affirmative vote of a majority of the directors present. If at any time during the course of a meeting of directors, a quorum ceases to exist, the remaining directors shall immediately adjourn the meeting as provided for Section 6 of this Article V.

Section 11 ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board (not including any "interested director" as defined in California Corporations Code §5233) individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as the unanimous vote of such directors.

Section 12 CONFLICT OF INTEREST. The Board shall adopt policies regarding conflicts of interest related to its own members and Officers of the Corporation. Such policies shall be consistent with the standards of conduct set forth in California Nonprofit Corporation Code and shall ensure, without limitation full disclosure of financial interests and involvement in

transactions where a conflict of interest is a possibility. Such policies shall impose upon each director the responsibility to be alert to possible conflicts of interest of himself or other directors and shall require that each director declare his absence of conflict of interest annually on a declaration form provided for that purpose, or where a director has a conflict of interest, require that such director disqualify himself from the decision-making process involved.

Section 13 PRESIDENT AND CHIEF EXECUTIVE OFFICER. The President and Chief Executive Officer shall be the chief paid executive employee of the corporation. The Board shall retain a President and Chief Executive Officer who shall be responsible to the Board for the implementation of the policies and goals set by the Board. The President and Chief Executive Officer shall have the following authority and responsibilities, unless otherwise limited by a majority vote of the entire Board:

- a. Administration and supervision over all corporation staff employees;
- b. Administration and supervision over all corporation programs;
- c. The responsibility, unless otherwise directed by the Board, to attend all meetings of the Board and all corporation committees.

ARTICLE VI

Officers

Section 1 OFFICERS. The officers of the corporation shall be a Chair, a Vice Chair, a Secretary, a Treasurer, and such other officers as the Board shall deem proper.

Section 2 ~~Section 2.~~ ELECTION. The Board, at its first meeting after each time new board Members take office shall choose the officers and may, not inconsistent with the Bylaws, fix the powers and duties of any officer. Each officer so chosen shall hold office for one year or until his/her successor shall be chosen and shall qualify, unless he/she shall sooner resign or be removed as herein in these Bylaws provided.

Section 3 AGENTS. The Board may, except as otherwise required by law, authorize any officer or officers, agent or agents in the name of and on behalf of the corporation to sign checks, drafts, or other orders for the payment of money or notes or other evidences of indebtedness, to endorse for deposit, deposit to the credit of this corporation at any bank or trust company or banking institution in which the corporation may maintain an account, cash, checks, notes, drafts or other bankable securities or instruments and such authority may be general or confined to specific instances as the board may elect, but unless so authorized by the Board. Except as specifically authorized by the Board, no officer, agent or employee shall have power of authority to bind the corporation by contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 4 DUTIES OF THE OFFICERS. The duties of the officers shall be as follows:

- a. Chair. The Chair shall be the principal officer of the Board and shall (i) preside at all meetings of the Members and the Board; (ii) be an ex officio member of all

committees appointed by the Board; (iii) sign all deeds, notes, contracts or other instruments which the Board has authorized to be executed, except where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the corporation; (iv) perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board from time to time.

b. Vice Chair. The Vice Chair shall assist the Chair and the Board and shall perform such duties as may be assigned to them by the Chair or by the Board. In the absence of the Chair of the Board, the Vice Chair designated by the Board shall have the powers and perform the duties of the Chair. If no such designation shall be made, the Vice Chair may exercise such powers and perform such duties.

c. Secretary.

- (i) The Secretary shall keep or cause to be kept at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings and actions of the Board, of committees of the Board and of Members meetings (minutes shall include the time and place that the meeting was held, whether the meeting was annual, regular or special, and, if special, how authorized, the notice given, the names of those present at Board and committee meetings, and the number of members present or represented at Members meetings);
- (ii) See that all notices are duly given in accordance with the provisions of these Bylaws, the Articles of Incorporation, and as required by law;
- (iii) Be custodian of the corporate records and of the seal of the corporation and affix the seal to all documents when authorized by the Board and keep or cause to be kept, at the principal office in California, a copy of the Articles of Incorporation and the Bylaws, as amended to date;
- (iv) Keep at its registered office or principal place of business within California a record containing the names and registered addresses of all Members; and
- (v) In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair or by the Board. Assistant Secretaries, if any, shall have the duties and powers as given by the Secretary, Chair or the Board, all subject to supervision by the Secretary.

d. Treasurer. The Treasurer shall (i) support the Chief Financial Officer in his or her duties; (ii) be a member of the Finance Committee; and (iii) perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports as may be required at any time. The Treasurer shall have such other powers and perform such other duties as

may be from time to time prescribed by the Board or the Chair. The Assistant Treasurers, if any, shall have the powers and duties given by the Treasurer, Chair or the Board, all subject to the supervision of the Treasurer.

e. Executive Committee: With the annual approval of the full Board of Directors, the officers of the corporation, as defined above, shall serve as members of the Board Executive Committee. The purpose of the Executive Committee is to conduct Board business and implement Board policies and direction, as may be more efficiently handled by a committee of the Board. The full Board may delegate specific duties to the Executive Committee, as the full Board deems appropriate, through formal Board action.

Responsibilities that may be assigned by the full Board to the Executive Committee may include, but not necessarily limited to, representing Board policy directives and guiding the CEO in annual contract negotiations with Placer County. Annually, consistent with the adopted NLTRA Whistleblower Policy, the Executive Committee shall appoint one of its members to serve as the Compliance Officer, as defined in that policy.

Section 5 LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND MEMBERS. To the fullest extent permitted by law, the directors, officers, employees and Members of the corporation shall not be liable for any of the corporation's obligations, or for any act, or failure to act, of the corporation. To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees and other persons described in California Corporations Code §5238(a), including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that §5238(at and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in this Bylaw shall have the same meaning as in §5238(a) of the California Corporations Code.

On written request to the Board by any person seeking indemnification under §5238(a) or §5238(c) of the California Corporations Code, the Board shall promptly determine under §5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in §5238(b) or §5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the Members. At that meeting, the Members shall determine under §5238(e) of the California Corporations Code whether the applicable standard of conduct set forth in §5238(b) or §5238(c) has been met and, if so, the Members present at the meeting shall authorize indemnification.

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under the provisions of this Article VIIV, Section 6,5 in defending any covered proceeding shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officers, directors, employees or agent's status as such.

The Board, or such individual(s) as may be designated by the Board, shall in the Board's discretion, provide for the bonding of the directors, officers, employees and/or Members of the Corporation in such amounts, types of bonds and circumstances as the Board may deem appropriate from time to time.

Section 6 **DIVIDEND PROHIBITED.** No dividend shall be paid and no part of the income or profit of this corporation shall be distributed to the corporation's Members, directors or officers. The corporation may reimburse its Members, directors or officers for out-of-pocket expenses they may incur for the benefit of the corporation, may confer benefits upon its Members in conformity with its purposes and, upon dissolution or final liquidation, may make distributions to its Members to the extent permitted by California and federal law without jeopardizing the tax exempt status of the corporation, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income or profit.

Section 7 **LOANS TO DIRECTORS AND OFFICERS PROHIBITED.** No loans shall be made by the corporation to its directors or officers.

ARTICLE VII

Committees

Section 1 **COMMITTEES.** The Board, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committee(s) as deemed necessary by the Board, or may authorize the Chair to make such appointment(s) to perform specific duties as requested by the Board. Each committee shall be composed of two (2) or more directors and any committee that is in power to exercise authority of the Board shall be composed only of directors. The meetings and actions of committees exercising authority of the Board shall be governed by the provisions of these Bylaws concerning meetings and other Board actions. The exception is at the time for regular meetings of such committees, and for the calling of special meetings, the actions may be determined either by Board resolution and if there is none, by resolution of the committee of the Board. The Board may adopt rules for the government of any committee providing they are consistent with these Bylaws or in the absence of rules adopted by the Board, the committee may adopt such rules. Minutes of each meeting of any committee of the Board shall be kept and filed with the corporate records. Any appointed committee shall be responsible only to the Board.

With the exception of the Finance Committee, NLTTBID Advisory Committee, NLTTBID Zone 1 Advisory Committee, NLTRA (TOT) Advisory Committee; and Appeals Committee the Board may add, delete, or alter the number of standing committees, and/or change the duties and the composition. Subcommittees may be appointed by the Board from time to time as needed for special purposes. Each committee and subcommittee not exercising authority of the Board may include members of the Board, Placer County as well as community or "lay" members.

The current identification and membership requirements of each committee/subcommittee, duties, and length of terms are defined and kept current in the North Lake Tahoe Resort Association Supplemental Operation Procedures and Policies document.

Section 2 FINANCE COMMITTEE. The Board shall select a Finance Committee. The duties of the Finance Committee shall be to advise the Board on any and all matters pertaining to the present and any future budgets and all financial matters relating to the corporation.

Section 3 ELECTIONS COMMITTEE. At least sixty days prior to any election, the Board shall appoint an Election Committee composed of three (3) to seven (7) Members including at least one Member of the Board and at least one (1) Member not currently serving on the Board. The responsibilities of the Election Committee are defined in Article IV, Section 45.

Section 4 NLTTBID ADVISORY COMMITTEE. The Board will form a NLTTBID Advisory Committee, which shall be comprised of seven (7) to nine (9) members, with a majority of members being assessed businesses owners or assessed business owner representatives. There shall be three (3) designated seats: one (1) from the Squaw Valley/Alpine Meadows region, one (1) from the Northstar region, and one (1) from the Zone 1 region. This advisory committee will advise the Board on the implementation of the Management District Plan.

Section 5 NLTTBID ZONE 1 ADVISORY COMMITTEE. The Board will form a Zone 1 Advisory Committee, which shall be comprised of five (5) to seven (7) members, with a majority of members being assessed lodging business owners in Zone 1 or their duly appointed representatives. This advisory committee will make recommendations to the Board on the uses and implementation of funds allocated to the Zone 1 specific services budget category as set forth in the Management District Plan.

Section 6 NLTRA (TOT) ADVISORY COMMITTEE. The Board will form a NLTRA (TOT) Advisory Committee, which shall be comprised of eleven (11) to thirteen (13) members, plus two (2) advisory seats for representatives of Placer County that are appointed by the Placer County Executive Officer based on experience in transportation, affordable housing and policy development in eastern Placer County. This advisory committee will make recommendations to the Board on the allocation of the Transient Occupancy Tax (TOT) and will focus on identifying affordable housing and transportation programs and project in eastern Placer County consistent with Placer County's various affordable housing and transportation related plans and TRPA's Regional Transportation Plan.

Section 7 APPEALS COMMITTEE. The Board will form an ad hoc Appeals Committee on an as-needed basis, which shall be comprised of three (3) Directors designated by the Chair of the Board of Directors. This ad hoc committee will hear and decide appeals by any business assessed by the North Lake Tahoe Business Improvement District that wishes to contest its status to be reclassified as a non-assessable business or otherwise wishes to appeal its classification.

Section 8 REMOVAL OF COMMITTEE MEMBERS. Any Member serving on a committee appointed by the Chair or a majority vote of the Board may be removed by a majority

vote of the Board whenever, in their best judgment, the best interest of the corporation is served by such removal.

Section 9 TERM OF OFFICE. Each Member of a committee shall continue as such until the term of office shall expire or until the responsibility of the committee is successfully terminated as determined by the Chair or by a majority vote of the Board.

Section 10 TERMINATION OF COMMITTEE. By majority vote of the Board, a Committee formed under Section 1 of this Article VII, may be terminated when, in the opinion of the Board, there is no longer a purpose or function for the Committee.

ARTICLE VIII

Membership Dues

Section 1 DUES. The fee structure and initiation fee (if any) for all Members shall be determined by the Board. For a fee, all regular Members will be able to participate in additional benefits, as determined by Board policy.

Section 2 PAYMENT OF DUES. Dues shall be payable upon receipt of billing and shall be considered delinquent thirty (30) days after the date of assessment, or according to a payment schedule agreed upon by the Board. Members in arrears over thirty (30) days shall lose membership benefits and shall be removed from membership if dues have not been paid within ninety (90) days.

Section 3 DATE OF ASSESSMENT. The date of assessment of dues shall be determined by the Board.

Section 4 FISCAL YEAR. The fiscal year of the Corporation shall be July 1 to June 30.

Section 5 SPECIAL ASSESSMENT. Any special assessment of fees in addition to the annual payment of dues specified in this Article to be paid by Members may be determined by the Board only upon majority approval of the Members.

ARTICLE IX

Amendments and Dissolution

Section 1 AMENDMENTS BY DIRECTORS. New Bylaws may be adopted, or these Bylaws may be amended or repealed from time to time by action of a two-thirds (2/3) majority vote of the Board, provided that notice of the proposed amendment shall be mailed to each Member of the Corporation not less than fourteen (14) days prior to such action. The Board may not adopt, amend or repeal any Bylaw if that action would materially and adversely affect the Members' rights as to voting or transfer. The Board may not, without the approval of the Members, specify or change any Bylaw provision that would:

- a. Fix or change the authorized number of directors (not including , non-voting advisory board members);
- b. Fix or change the minimum or maximum number of directors; or
- c. Change from a fixed number of directors to a variable number of directors or vice versa.
- d. d. Increase or extend the terms of directors;
- e. Allow any director to hold office by designation or selection rather than by election by the Members;
- f. Increase the quorum for Members' meeting;
- g. Repeat, restrict, create, expand or otherwise change proxy rights; or
- h. Authorize cumulative voting.

If any provision of these Bylaws requires the vote of a larger proportion of the Board than is otherwise required by law, that provision may not be altered, amended or repealed except by that greater vote.

Section 2 Section 2. AMENDMENTS BY MEMBERS. New Bylaws may be adopted, or these Bylaws may be amended or repealed from time to time, by approval of the Members. Any provision of these Bylaws that requires the vote of a larger proportion of the Members than otherwise is required by law, may not be altered, amended, or repealed except by the vote of that greater number. No amendment may extend the term of a director beyond that for which the director was elected.

Section 3 AMENDMENT TO THE ARTICLES OF INCORPORATION. Any amendment to the Articles of Incorporation shall be adopted only by approval of two- thirds of the voting power of the Board and a majority vote of all of the Members of the corporation.

Section 4 DISSOLUTION. Voluntary dissolution of the corporation shall be effected only in compliance with the provisions of California Corporations Code §6610 through §6617, inclusive, as such law may be amended or supplemented.

ARTICLE X

Records and Reports

Section 5 MAINTENANCE AND INSPECTION OF RECORDS. Every Member and director shall have all rights of inspection of the corporation's books, records and documents as are provided for under applicable law. The Board shall cause an annual report to be sent to the Members and directors within one hundred twenty (120) days after the end of the corporation's fiscal year. That report shall contain, in appropriate detail, that information for the fiscal year

required under the provisions of California Corporations Code §6321 and §6322, as such statutes may be amended and replaced.

Certificate of Chair

I certify that I am a duly elected and acting Chair of NORTH LAKE TAHOE RESORT ASSOCIATION, INC., a California nonprofit public benefit corporation, that the above Bylaws, consisting of _____pages, are the Bylaws of this corporation as adopted by the Board on March 6, 1996, as amended on December 3, 2002, on December 5, 2007, on June 1, 2011, on January 10, 2018, and now on May 18_____, 2021.



north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: September 7, 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

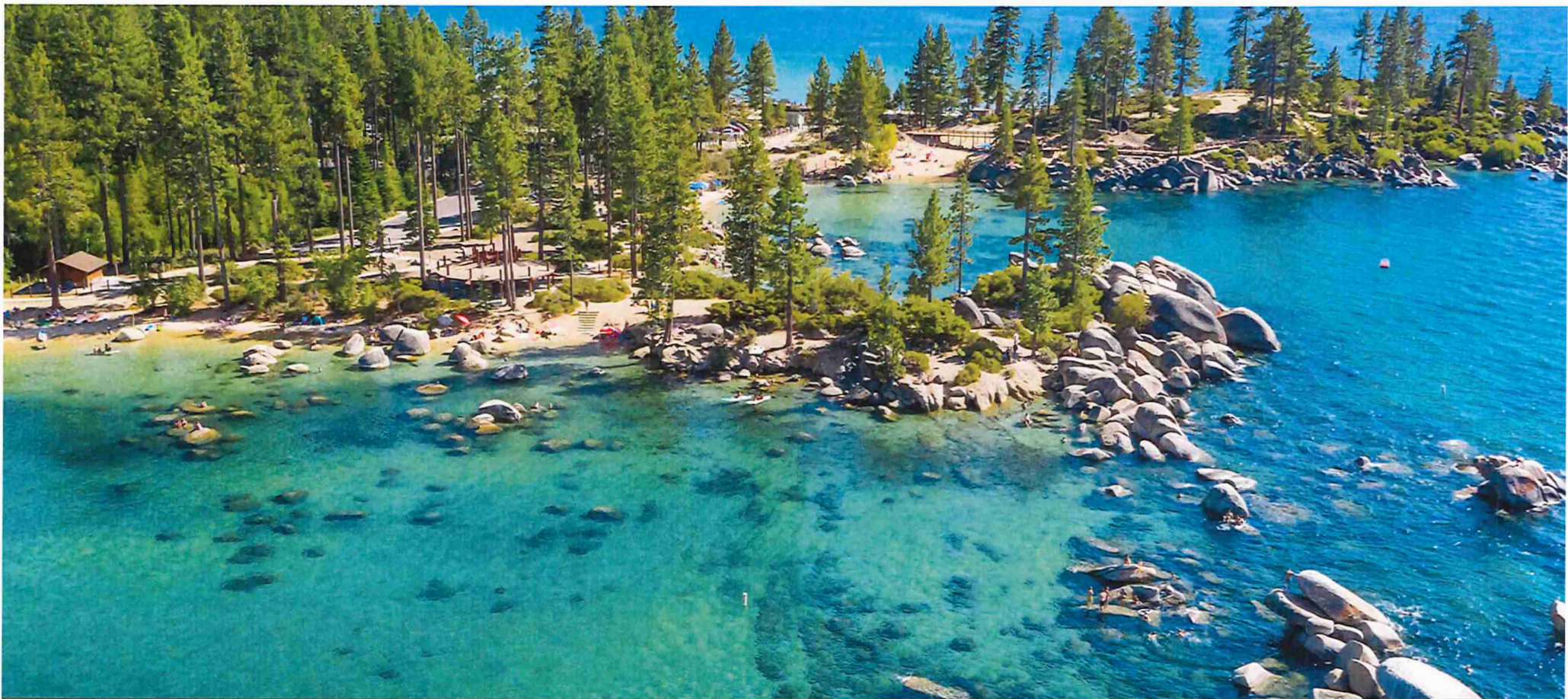
The NLTRA has been transforming from a traditional Destination Marketing Organization to a Destination Stewardship organization. To better align the organizational name with our changing responsibilities, new principles and vision, the board took action to enter into an agreement with Coraggio to consult and carry out a process to vet a new name for the NLTRA. The attached presentation illustrates that process and the recommendations.

Fiscal Impact:

No direct fiscal impact to the NLTRA

Attachments:

N/A



NLTRA Renaming Project

Project Review for Board: September 7, 2022

Coraggio Group
503.493.1452 | coraggiogroup.com



Outreach and Participation

Interviews

- Samir Tuma
- Adam Wilson
- Cindy Gustafson
- Amy Berry
- Deirdra Walsh
- Jennifer Wesselhoff, Visit Park City

Focus Groups

- Stakeholders
- Board
- Staff

Renaming Workshop

- Mix of Stakeholders, Board, and Staff

Methodology

We sought to understand:

- How the new name of the organization should connect to the updated Mission of NLTRA:
North Lake Tahoe Resort Association (NLTRA) promotes and manages visitation and collaborates to achieve economic health, community vitality, and environmental sustainability to benefit our residents, businesses, and visitors.
- What qualities the name should embody
- Possible new names for NLTRA

Emerging Themes

Participants desired a new name that reflects the mission in the following ways:

- Community vitality
- Economic sustainability
- Advocacy
- Reflects residents
- Ties into business community
- Is big-picture
- Connotes stewardship and/or sustainability

Brainstorms

Community Focus Group

MISSION ALIGNMENT

Stewardship Authority
In North Tahoe
SAINT

+ Δ

NAME QUALITIES

North Tahoe
Community District
NTCD

+ Δ

INSPIRATION

Elevate North Tahoe
ENT

+ Δ

BRAINSTORM

Stewardship Collaborative
of North Tahoe
SCNT

+ Δ

**North Tahoe
Stewardship Council
NTSC**

+ Δ

**North Tahoe Community
Benefit District
(NTCBD)**

+ Δ

Distillation

ROUND 1



ROUND 2



ROUND 3



Brainstorm Considerations

- “North Tahoe” is preferable to other ways to identify the geography
- Name should be no longer than four words/four-letter acronym
- Acronym should be considered—nothing that can be “twisted”, something easy to remember, not something that sounds similar to other organizations in the area if possible
- Needs to express the full breadth of the organization’s mission
- The name might be used in some cases with sub-titles that more directly describe the organization’s mission: economic health, community vitality, and environmental sustainability

Finalist Name Choices

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

Final Recommendation

North Tahoe Community Alliance

Economic Health | Community Vitality | Environmental Sustainability

Membership bylaw vote results



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Membership Bylaw Vote

- Held membership vote to amend bylaws and increase TOT committee seats from 5-7 to 11-13
 - 10% of membership must return votes
 - 50% +1 in favor of amendment to pass
- 853 members voted in favor of amendment
- 141 members voted against amendment
- 2 withheld votes
- Motion passed



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Grant Cycle Timeline Update



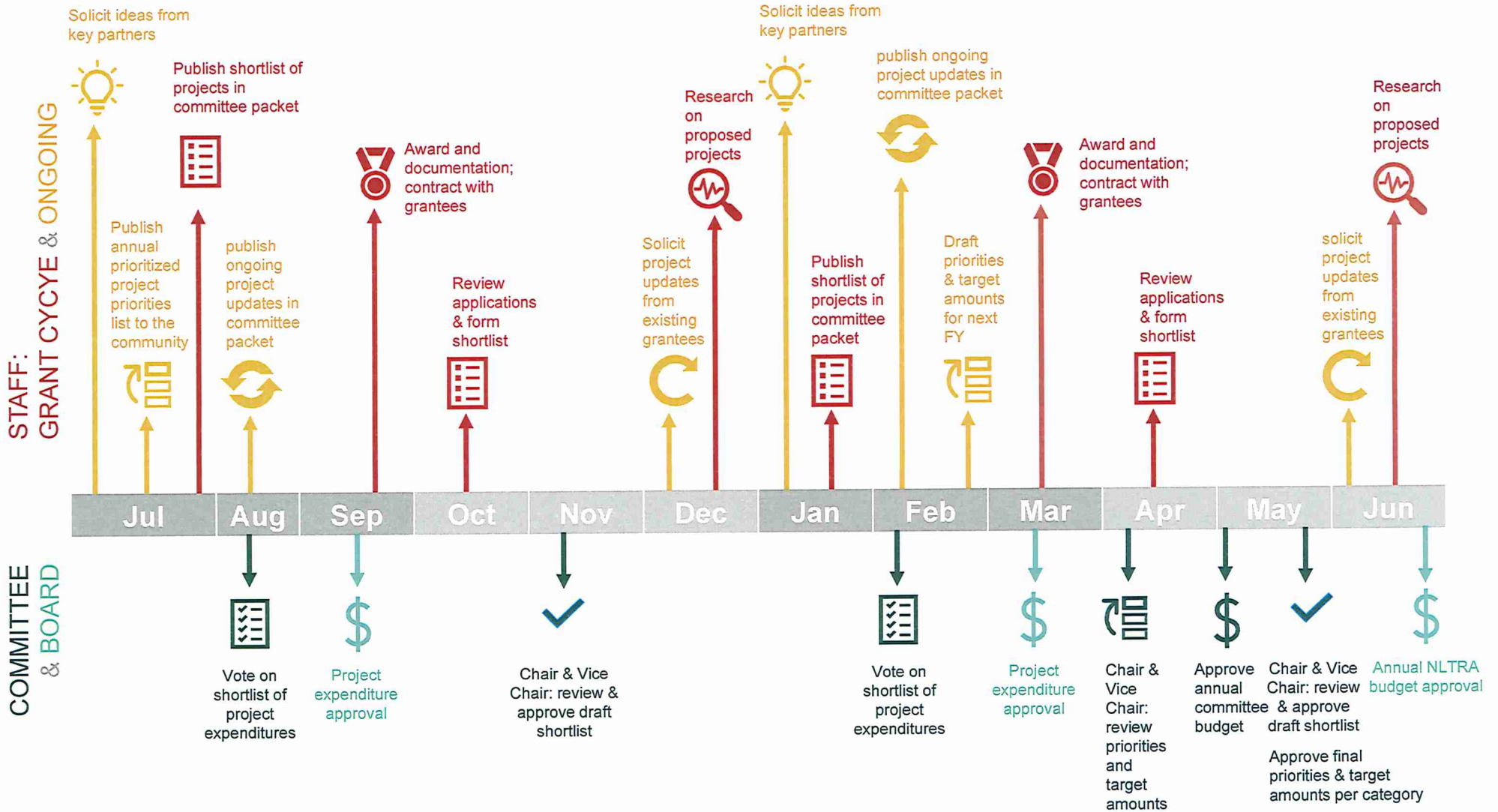
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TBID/TOT Grant process

- Worked with ad hoc committee and consultant to develop biennial call for projects schedule
- Focus on streamlined process for grant submission, review, award, and tracking
- Same process for TBID and TOT committees



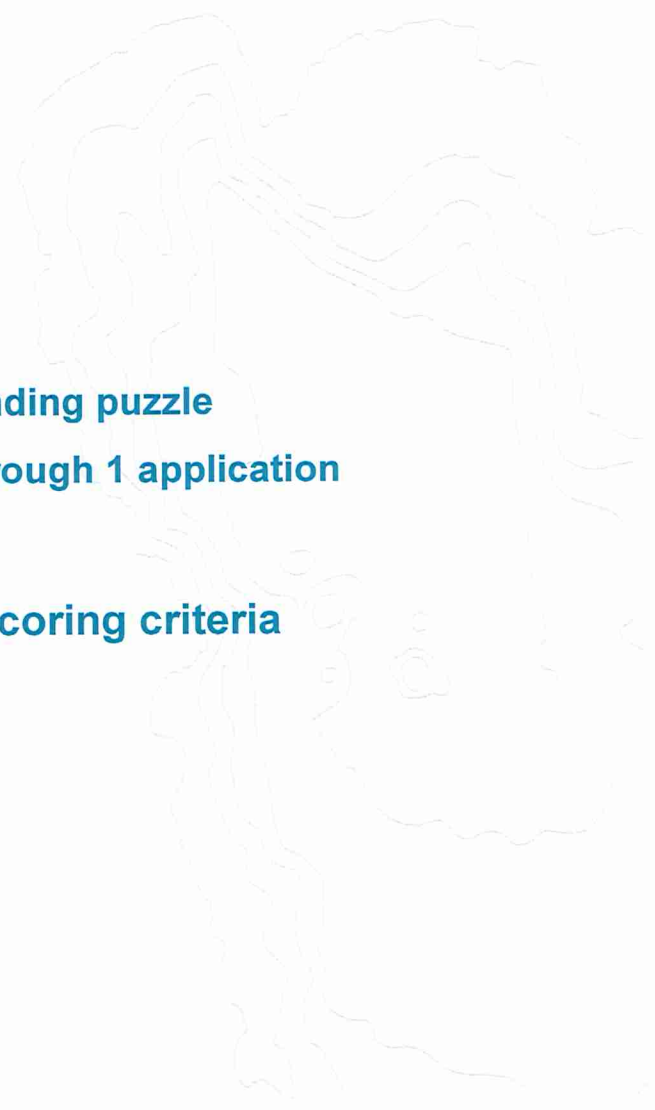
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		Q1			Q2			Q3			Q4		
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Staff: ongoing administration of grant program	Solicit ideas from key partners	■						■					
	Publish annual prioritized project priorities list to the community	■											
	Publish ongoing project updates in Committee packet		■						■				
	Solicit project updates from existing grantees						■						■
	Draft priorities and target amounts for next FY								■				
Staff: grant cycle	Publish shortlist of projects in Committee packet	■						■					
	Award and documentation; contract with grantees			■						■			
	Review grant applications & form shortlist				■						■		
	Research on proposed projects						■						■
Committee	Vote on shortlist of project expenditures		■						■				
	Chair & Vice Chair: review & approve draft shortlist					■						■	
	Chair & Vice Chair: review priorities & target amounts										■		
	Approve annual Committee budget											■	
	Approve final priorities & target amounts per category											■	
NLTRA Board	Project expenditure approval			■						■			
	Annual NLTRA budget approval											■	

Next Steps

- **Develop one intake form and portal for all grants**
 - **Creates efficiencies for staff**
 - **Reduces confusion for grant applicants**
 - **Allows staff to see all applications and where they best fit in funding puzzle**
 - **Potential to have TBID Advisory, Zone 1, TOT, and CAP to go through 1 application**
 - **More efficient use of committee time**
- **Further develop and define priority project areas, and grant scoring criteria**
 - **Work Force Housing**
 - **Transportation**
 - **Tourism Impact Mitigation**
 - **Business Advocacy & Support**
 - **Visitor Services & Visitor Centers**



NLTRA Staffing Update



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Welcome New NLTRA Staff

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WELCOME TO THE TEAM

KIMBERLY BROWN

DIRECTOR OF BUSINESS AND COMMUNITY RELATIONS




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WELCOME TO THE TEAM

KIRSTIN GUINN

DIRECTOR OF MARKETING AND PR



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WELCOME TO THE TEAM

FRANCOIS CAZALOT

DIRECTOR OF FINANCE



Current Open Position

Director of Destination Management / Economic and Community Development Director

- Few applicants we had for the position under the name Director of Destination Management
- Backgrounds mostly in the marketing and sales world
- Researched the position description traits and cross referenced them with positions people applied for on indeed and found Economic and Community Development Director attracted applicants with more community project management experience
- Broad sector background including private, non-profit, and government agency

Please see below for the new posting on our web site and share with anyone who may be interested.

<https://www.indeed.com/jobs?q=NLTRA&l=Tahoe%20City%2C%20CA&vjk=bca20b0848a62ec3>



Thank You