

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on March 30, 2022 in the **Boardroom, 893 Southwood Boulevard**, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at https://livestream.com/accounts/3411104.

REVISION 1

CLOSED SESSION – TIME CERTAIN - 5:00 p.m. to 5:45 p.m.

The Board may consider a motion to enter a Closed Session to consider negotiating strategy pertaining to the Operating Engineers Local Union No. 3 (pursuant to NRS 288.220).

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF TRUSTEES*
- C. INITIAL PUBLIC COMMENTS* Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.
- D. APPROVAL OF AGENDA (for possible action)

The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.

<u>-OR-</u>

The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.

- E. REPORTS TO THE BOARD* Reports are intended to inform the Board and/or the public.
 - 1. **SUBJECT:** TREASURERS REPORT Requesting Trustee: Treasurer Michaela Tonking *page 5*
 - A. Payment of Bills (For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy)
 - 2. **SUBJECT:** Nevada League of Cities Verbal Report Requesting Trustee: Trustee Michaela Tonking
 - 3. **SUBJECT:** Long Range Calendar Requesting Staff Member: District General Manager Indra Winquest *page 6*
 - 4. **SUBJECT:** Bond Issuance Timeline(s) Report Requesting Staff Member: Director of Finance Paul Navazio *pages 7 10*



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- F. CONSENT CALENDAR (for possible action)
 - 1. **SUBJECT:** Approve a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project 2299DI1204 Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of \$72,000.00; plus 10% contingency *pages 11 48*

Recommendation for Action: Approve a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project – 2299DI1204 - Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of \$72,000.00; plus 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood)

2. **SUBJECT:** Approve Main Line Extension and Authorize Staff to Execute an NDOT Permit for a proposed residence at 447 State Route 28 Crystal Bay, Nevada – *pages 49 - 52*

Recommendation for Action: Approve the main line extension request to serve 447 State Route 28 and authorize Staff to execute a NDOT Right-of-Way Encroachment Permit for installation of a water main and a sewer service line. (Requesting Staff Member: Director of Public Works Brad Underwood)

3. **SUBJECT:** Approve Change Orders 3, 4 and 5, and make final payment for the Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: F.W. Carson; total Change Order amount \$30,666.72, Final Payment \$182,267.34. Approve Contract Amendment 3, Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: Lumos and Associates; contract deduct of \$12,300.00. – *pages 53 - 96*

Recommendation for Action: Approve Change Orders 3, 4 and 5, and make final payment for the Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: F.W. Carson; total Change Order amount \$30,666.72, Final Payment \$182,267.34. Approve Contract Amendment 3, Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: Lumos and Associates; contract deduct of \$12,300.00. (Requesting Staff Member: Director of Public Works Brad Underwood)

4. **SUBJECT:** Approve Architectural Services Amendment #5 – Owner Changes and Construction Phase Services for the Recreation Center Locker Room Remodel Project – 4899FF1202 – Fund Community Services; Division: Recreation; Vendor: Ward-Young Architecture; total amount \$34,750 – pages 97 - 104

Recommendation for Action: Review, discuss, and possibly authorize or approve Contract Amendment for Additional Architectural Services #5 associated with the Recreation Center Men's and Women's Locker Room Remodel Project: 4899FF1202 – Fund: Community Services; Division: Recreation; Vendor: Ward-Young Architecture in the amount of \$34,750; plus 10% contingency. (Requesting Staff Member: Director of Public Works Brad Underwood)

5. **SUBJECT:** SPS #13 – Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt & Burt Inc., in the amount of \$8,467, plus a 10% contingency of \$850, for a total of \$9,317 – pages 105 - 112

Recommendation for Action: Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt & Burt Inc., in the amount of \$8,467, plus a 10% contingency of \$850, for a total of \$9,317. (Requesting Staff Member: Director of Public Works Brad Underwood)



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6. **SUBJECT:** Approve Staff to execute Dell quote # 3000113905461.3 for the one-time purchase of 6 Dell Network Devices to be charged to the budgeted and approved Fiscal Year CIP Project#1213CE2102 for the not to exceed amount of \$70,472.06 – *pages 113 - 124*

Recommendation for Action: Approve Staff to execute Dell quote # 3000113905461.3 for the one-time purchase of 6 Dell Network Devices to be charged to the budgeted and approved Fiscal Year CIP Project#1213CE2102 for the not to exceed amount of \$70,472.06 (Requesting Staff Member: Director of Information Technology Mike Gove)

7. **SUBJECT:** Case No. CV18-01564 Mark E. Smith v. IVGID - Approve funds for a third party review of the remaining privileged emails at a not-to-exceed amount of \$10,000 – *page 125 (126 not used)*

Recommendation for Action: Approve funds for a third party review of the remaining privileged emails (Requesting Staff Member: District Legal Counsel Joshua Nelson)

- G. GENERAL BUSINESS (for possible action)
 - 1. **SUBJECT:** Review, discuss and approve Tri-Strategies Scope of Work for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District projects; not to exceed \$20,000 *page 127* 128

Recommendation for Action: Approve Tri-Strategies scope of work for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District projects; not to exceed \$20,000 (Requesting Staff Member: District General Manager Indra Winquest)

2. **SUBJECT:** Review, discuss and possibly approve Golf Play Pass rate structure and Daily Green Fees schedules for the Incline Village Golf Courses for the 2022 season – *pages 129 - 142*

Recommendation for Action: Approve Golf Play Pass rate structure and Daily Green Fees schedules for the Incline Village Golf Courses for the 2022 season (Requesting Staff Member: Director of Golf/Community Services Darren Howard)

3. **SUBJECT:** Review, discuss and possibly approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings – *pages 143 - 150*

Recommendation for Action: Approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings (Requesting Staff Member: Director of Golf/Community Services Darren Howard)

4. **SUBJECT:** Review, discuss and preview Fiscal Year 2022/2023 Tentative Budget/Facility Fee Allocations

Recommendation for Action: Board of Trustees to provide direction to Staff (Requesting Staff Member: Director of Finance Paul Navazio) – pages 151 - 205

- H. MEETING MINUTES (for possible action)
 - 1. Meeting Minutes of March 1, 2022 *pages 206 223*



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- 2. Meeting Minutes of March 9, 2022 *pages 224 249*
- I. FINAL PUBLIC COMMENTS* Limited to a maximum of three (3) minutes in duration.
- J. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, March 25, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of March 30, 2022) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

- 1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
- 2. IVGID's website (www.yourtahoeplace.com/Board of Trustees/Meetings and Agendas)
- 3. State of Nevada public noticing website (https://notice.nv.gov/)

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: Tim Callicrate - Chairman, Matthew Dent, Sara Schmitz, Kendra Wong, and Michaela Tonking.

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. IVGID'S agenda packets are available at IVGID's website, www.yourtahoeplace.com; go to "Board Meetings and Agendas".

Payment of Bills - For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.

Date	Check	Payment Type	Vendor	Amount	Status
02/02/2022	777982	Check	Flyers Energy LLC	\$ 14,584.19	Paid
02/02/2022	777988	Check	Hyatt Regency Lake Tahoe	11,768.90	Paid
02/02/2022	777992	Check	Nichols Consulting Engineers, CHTD	12,594.50	Paid
02/02/2022	777995	Check	Patrick Gene Donald DBA Avail Enterprises LLC	131,439.01	Paid
02/02/2022	778002	Check	Tate Snyder Kimsey Architects Ltd DBA TSK	14,204.44	Paid
02/11/2022	778016	Check	Country Club Mall	12,811.43	Paid
02/11/2022	778018	Check	Elements Mountain Company Inc	15,000.00	Paid
02/11/2022	778022	Check	Hufcor, Inc	36,880.00	Paid
02/11/2022	778025	Check	Kassbohrer All Terrain Vehicles, Inc.	400,382.66	Paid
02/11/2022	778035	Check	NV Energy	91,601.63	Paid
02/11/2022	778040	Check	Reno Disposal/Dba:Waste Management of Nevada	14,234.90	Paid
02/11/2022	778046	Check	Southwest Gas	19,884.88	Paid
02/11/2022	778047	Check	Star Lifts USA, Inc	55,565.00	Paid
02/17/2022	778077	Check	First Nonprofit Companies, Inc.	55,200.00	Paid
02/25/2022	778109	Check	BBK-Best Best & Krieger LLP	11,967.50	Paid
02/25/2022	778113	Check	Flyers Energy LLC	15,064.67	Paid
02/25/2022	778135	Check	TRPA	22,669.92	Paid
02/02/2022	5713	EFT	Cisco Air Systems, Inc.	71,680.13	Paid
02/11/2022	5735	EFT	CC Cleaning Service, LLC	15,810.00	Paid
02/25/2022	5796	EFT	EXL Media	43,341.39	Paid
02/11/2022	0	Auto Pay	AT&T	13,863.67	Paid
02/17/2022	0	Auto Pay	US Foodservice, Inc.	19,293.98	Paid
02/25/2022	0	Auto Pay	US Foodservice, Inc.	 23,797.50	Paid
				\$ 1,123,640.30	



DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2022	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS/STAFF DUE DATES	ITEMS SLATED FOR CONSIDERATION
				2022		
04/06	Wednesday	TBD		Special Board Meeting		GM's Ordinance 7 Committee recommendations
04/13	Wednesday	6 p.m.			04/04/2022, 8 a.m.	Approval of Tentative budget and setting of public hearings
						Approval of Supervisor Union Contract
						Award Construction Contract for the Recreation Center Locker Room Remodel Project (Requesting Staff: Brad Underwood, Director of Public
						Works)
						Review, discuss and possibly take action on the written annual Audit Committee Report to the District's Board of Trustees
						Approve Amendment 2 for additional professional services associated with the effluent export pipeline project
04/27	Wednesday	6 p.m.			04/18/2022, 8 a.m.	Public Hearing – Utility Rates
05/11	Wednesday				05/02/2022, 8 a.m.	Interviews of Audit Committee candidates
05/25	Wednesday				05/16/2022, 8 a.m.	Public Hearings: Budget and Facility Fees
						Budget Adoption
						Approval of Facility Fees Resolution
06/08	Wednesday				05/30/2022, 8 a.m.	General Manager's Performance Evaluation
06/29	Wednesday				06/20/2022, 8 a.m.	
07/13	Wednesday				07/04/2022, 8 a.m.	
07/27	Wednesday				07/18/2022, 8 a.m.	
08/10	Wednesday				08/01/2022, 8 a.m.	Trustee Dent is unavailable to attend this meeting.
08/31	Wednesday				08/22/2022, 8 a.m.	
09/14	Wednesday				09/05/2022, 8 a.m.	
09/28	Wednesday				09/19/2022, 8 a.m.	
10/12	Wednesday				10/03/2022, 8 a.m.	
10/26	Wednesday				10/17/2022, 8 a.m.	
11/09	Wednesday				10/31/2022, 8 a.m.	
12/14	Wednesday				12/05/2022, 8 a.m.	

Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar

Revisions to Ordinance 7 (allow 45 days ahead of action) - Staff added reminder

Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)

Develop a policy and criteria for Professional Services (see Moss Adams 1 Report) (Request by Trustee Schmitz – 03/10/2021; asked again on 4/29/2021)

Tax implications for benefits for employees (Request by Trustee Schmitz – 03/10/2021 – District General Counsel Nelson is working on an opinion)

Review of service levels – Golf will be coming first – maybe on 01/26/2022 agenda) – Date Requested:

Policy 3.1.0 review (Request by Trustee Tonking - 5/26/2021)

Next step on Diamond Peak parking lot/Ski Way – Staff added reminder

Incline Beach House – revisit where we have been, revisit financing options and how does the Board want to move forward (tentative) – Staff added reminder

Code of Conduct – Date Requested

List of contracts, etc. that need annual Board Review – District General Manager and District Clerk – Date Requested:

Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds. (Request by Trustee Schmitz – 11/03/2021) Related to Policy 20.

Retaining special legal counsel for construction contracts, Staff member suggested, review and discuss as a Board and decide how to move (Request by Trustee Schmitz – 11/03/2021)

Meeting Minutes: Do we want our meeting minutes to have more alignment with what is said at the meeting or are these summaries acceptable? (Request by Trustee Schmitz – 11/03/2021)

Board of Trustees Handbook – awaiting Dr. Mathis' feedback

Board packet material requirements – Date Requested:

LONG RANGE CALENDAR
Thursday, March 24, 2022

^{*}Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplish no later than June 1, 2022.

<u>M E M O R A N D U M</u>

TO: Board of Trustees

THROUGH: Indra Winguest

District General Manager

FROM: Paul Navazio

Director of Finance

SUBJECT: Informational Item – Bond Issuance Timeline(s)

DATE: March 30, 2022

Staff has been requested to provide information to the Board of Trustees related to the process and timeline involved for the District to authorize and issue bonds, as well as information related to process and timing should the Board elect to place a measure before the voters prior to authorization of any bond financing.

This memo has been prepared to merely address this question. Staff is also planning on placing on a future agenda (April / May) a more extensive presentation on bond financing to cover topics including: a) pros and cons of debt financing vs. PAYGO, b) applicable legal and statutory framework, c) requirements for accessing the municipal bond market, d) alternative types of bonds, and f) alternative approaches to structuring a bond financings.

Timelines for Typical Bond Issuance

- A Board-approved financing plan should be in place prior to entering into formal contracts for design and construction of capital projects for which all or a portion of the funding is coming from bond proceeds.
- Bond proceeds are required to be spent within 3 years of issuance (*)
 - Because of this spending rule, may need to consider selling multiple series of bonds on large, multi-year projects that are expected, in advance, to require more than 3 years to complete.
 - Separate bond authorization is required to support each issuance of additional bonds required to support larger multi-year (3+ year) projects.

Note: * Technical Rule is that 85% of the proceeds must be spent within 3 years and 100% spent within 5 years

 A typical bond transaction can be expected to require 90-120 days to complete. (Note: November – December holidays to be accounted for).

- Following direction from the governing board, staff would take the lead on assembling the team of consultants needed to execute a bond deal the team will include:
 - Municipal Advisor (MA) that has a fiduciary duty to the District and also assists the District in preparing the financing plan, provides education and manages the bond team on behalf of the District.
 - Bond Counsel (legal specialist) who will develop all the required legal documents including the indenture of trust and the installment sale agreement, etc.
 - Disclosure Counsel (another legal specialist) prepares all the disclosures including the preliminary and final official statements.
 - If the bonds are sold via negotiated public sale (*), the District will need to engage an Underwriter that has an "arms-length" relationship with the District and ultimately sells the bonds to investors. A competitive sale does not require the services of an underwriter.
 - If the sale type is a private sale, the District will engage the services of a Placement Agent that plays the same role as the Underwriter, but the obligation is placed directly to a commercial bank or other investor that purchases municipal bonds for their own account.
 - The District will also need to secure the services of a Bond Trustee which is a commercial bank that is a party to the legal documents, handles the investment of all funds and makes payments to bondholders.
- The bond financing team also ensures that all supporting documentation is prepared for review by the rating agencies and bond insurers (if needed depending upon the bond rating).
- For the issuance of Utility Revenue bonds, the District would likely need to have approved a multi-year rate study, and likely, have a Board-approved multi-year utility rate ordinance that authorizes all future rate increases required to support the proposed debt (including debt service payments and required net-revenue debt service coverage ratio).
 - Acknowledging that most utility rate adjustments are approved annually, bond documents will include a covenant whereby the governing board commits to ensuring that utility rate revenues are set each year sufficient to cover the requirements of the bonds and the documents will also include covenants requiring certain items for the issuance of future bonds.

o For general obligation bonds, the District is required to demonstrate that it has the tax revenue capacity sufficient to service the bonds and/or has the authority to set fees/rates sufficient to cover required debt service payments and net-revenue coverage ratios. General obligation bonds constitute a "promise to pay" from available District revenues.

Sample Bond Issuance Timeline(s):

	CONTRACT AWARD DATE(S)			
Task / Deliverable	May 2023	July 2023	March 2024	
Bond Discussion / Primer	May '22	May '22		
Review of bonding capacity and	Aug. / Sep.	Oct. / Nov '	May / June '24	
market opportunities	'22	22		
Initiate draft bond documents	Sep. / Oct.	Dec. / Jan	Jul. / Aug. '24	
	'22	'23		
Project Descriptions / Cost /	Oct. '22	Jan. '23	Aug. / Sep. '24	
Schedules				
(90% design)				
Bond Authorization - BOT	Nov. ' 22	Jan. '23	Oct. '24	
BOT Approval of Utility Rate	April '23	April '23	Apr. ' 23 or Jan. '24	
Adjustments				
(or Facility Fee Revenues	May '23	May '23	May '23	
w/Budget)				
Bond Issuance	April '23	June '23	April ' 24	
Contract Award	May '23	July 23	March '24	
Funds to be Spent / Committed	April ' 26	June '26	April ' 27	

Consideration of Possible Ballot Measure:

Trustees have also inquired as to the timeline for placing a ballot measure before the voters prior to formal approval of bond authorization.

- Voter-approval is not required for Utility Revenue bonds
- Voter-approval MAY be sought for General Obligation bonds
- Consideration should be given to whether voters are being asked if they support the project(s) to be funded from bonds or if voters are being asked if they support use of bonds.
 - Utility projects are considered critical priorities and bond financing is likely required to deliver the projects.
 - Community Services and Beach priority projects MAY be candidates for gauging voter support; however, whether to fund projects through bonds or pay-as-you-go is more appropriately a decision of the governing board.
- Any ballot measure proposed by the District would likely appear on a General Election ballot (November of even-numbered years). Alternatively, a primary ballot in June of even number years (if conducted) is also an option.

• Ballot measures may generally be binding or advisory. Under the NRS, the former entails seeking voter-approval of a local resolution or ordinance submitted to the voters by the governing board. The latter (advisory measures) would likely require Washoe County agreeing to place an advisory measure on the ballot (per limitations imposed by NRS 295.230O). This issue is being further researched by legal counsel.

<u>MEMORANDUM</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Brad Underwood, P.E.

Director of Public Works

SUBJECT: Approve a construction contract for the 2022 Water

Reservoir Coatings and Site Improvements Project – 2299DI1204 - Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of

\$72,000.00; plus 10% contingency.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and

Infrastructure.

DATE: March 30, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

- 1. Award a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project 2299DI1204 Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc. (Olympus), in the amount of \$72,000.00
- 2. Authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value, up to \$7,200.00.
- 3. Authorize Staff to execute the contract with Olympus, based on a review by General Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation venues, facilities and services.

• Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

Review, discuss, and possibly approve a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project – 2299DI1204 - Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of \$72,000.00; plus 10% contingency.

• Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

This project is a FY 2021-22 Capital Maintenance Project, and will recoat the exteriors of Reservoirs R2-2 and R6-1.

The District owns 13 potable water reservoirs in Incline Village and Crystal Bay. The reservoirs (tanks) store from 170,000 to 1,000,000 gallons of water. Tank heights range from 20 to 50 feet, with diameters from 33 to 68 feet. The first reservoirs were constructed in 1962, with the last one built in 1996. The reservoirs are coated on the outside with a green weather-resistant paint. The tanks need to look aesthetically pleasing, as most of them are located in residential areas.

In many cases, these tanks were built adjacent to hillsides with steep embankments and no retaining wall to keep soil, rocks, etc., away from them, so the tanks can become pitted from falling rock; they also become rusty from continuous exposure to the elements.

The 13 steel water storage reservoirs throughout the District require re-coating (internally and externally) to extend their life expectancy. Public Works staff consistently patch-paint over small exterior problem areas and any graffiti when observed. However, complete exterior tank painting is scheduled when patch-painting is no longer adequate, and this work is performed by an outside contractor.

In accordance with Board Policy 3.1.0., 0.15, Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

IV. <u>BID RESULTS</u>

Per NRS 338, staff sent a Request for Proposals to five qualified contractors, and received two proposals. Based on past reservoir coating projects, a formal bid process was not necessary. The proposals received were:

Contractor	Base Bid, Schedule A
Olympus & Associates, Inc.	\$72,000.00
Resource Development Co.	\$139,800.00

The lowest responsive bidder is Olympus and Associates, Inc. (Attachment A).

Review, discuss, and possibly approve a construction contract for the 2022 Water Reservoir Coatings and Site Improvements Project – 2299DI1204 - Fund: Utilities; Division: Water; Vendor: Olympus and Associates, Inc., in the amount of \$72,000.00; plus 10% contingency.

Olympus has completed tank painting projects for the District in the past (in 2013, 2016, and 2021) and has completed the work satisfactorily, on time, and within budget. Staff is confident in their work and, therefore, recommends awarding the project to Olympus.

If awarded, a Notice to Proceed is expected to be issued on or about April 15, 2022 with work expected to be complete and ready for final payment by July 28, 2022.

V. FINANCIAL IMPACT AND BUDGET

The 2022 Water Reservoir Coatings and Site Improvements Project (2299DI1204) is included in the FY 2021-22 CIP Budget, with a total 2022 project budget of \$85,000 (Attachment B). Sufficient funds are available in the project account to support the recommended total authorization of \$79,200.

VI. ALTERNATIVES

Not authorize the work and defer exterior recoating of Reservoirs R2-2 and R6-1.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. COMMENT

This contract has been reviewed and approved by District General Counsel Joshua Nelson.

Attachments:

- A Construction Contract for Olympus and Associates, Inc.
- B CIP 2299DI1204 Data Sheet

SHORT FORM AGREEMENT Between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

and

OLYMPUS AND ASSOCIATES, INC.

for

CONSTRUCTION SERVICES

This Agreement is made as of DATE between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID), hereinafter referred to as "Owner," and OLYMPUS AND ASSOCIATES, INC., a Nevada corporation, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 - PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

The Project as described in the Contract Documents included with this Agreement, basically consisting of recoating the exterior of two (2) District potable water storage reservoirs, Reservoir 6-1, located near 990 Lunar Court, and Reservoir 2-2, located at 1100 Fairview Drive.

- **1.2** All documentation, drawings, reports, and invoices submitted for this Project will include **IVGID Project Number 2299DI1204.**
- 1.3 The work is expected to be completed by **July 28, 2022**.

ARTICLE 2 - CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

- **2.1** This Agreement consists of the following Contract Documents:
 - A. This Short Form Agreement, pages 1 through 9, inclusive
 - B. Original January 2022 Request for Proposals
 - C. Contractor's Bid submitted on March 3, 2022
 - D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)
- 2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the project details and specifications, and any other related data identified in the Contract Documents.
 - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.

- C. Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the contract price, within the contract times shown in Article 1.3, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Contractor and others at the site that relates to the work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations. tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 -INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 General Liability: Contractor shall purchase General Liability, including appropriate Auto Liability, with a minimum of \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.
- 3.3 Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR'S RESPONSIBILITIES

4.1 **Equal Employment and Non-Discrimination**

In connection with the Project under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have a Washoe County business license, and all appropriate contractor's licenses and certifications for the services to be performed.

4.3 **Construction Dumpsters**

Contractor is to be aware of District's Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 **Working Hours**

Working hours, including equipment "warm up," shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 **Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 **Contractor's General Warranty and Guarantee**

- Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner and its related entities shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, subcontractors, suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.
- Contractor's obligation to perorm and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:

- 1. Observations by Owner's representative;
- 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
- 3. The issuance of a certificate of substantial completion by Owner, or any payment related thereto by Owner;
- 4. Use or occupancy of the Project or any part thereof by Owner;
- 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
- 6. Any inspection, test, or approval by others; or
- 7. Any correction of defective work by Owner.

4.7 **Correction Period**

- If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective. Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions. or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.
- Where defective work (and damage to other work resulting therefrom) has been D. corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- Α. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- Contractor's obligation to hold harmless and indemnify Owner shall include B. reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- C. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - Α. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the Project. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 **Basis and Amount of Compensation for Basic Services**

- A. Lump Sum. Owner shall pay Contractor for the Project as follows:
 - 1. A Lump Sum amount of Seventy-Two Thousand Dollars (\$72,000.00) ("Contract Price").
 - 2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.

6.2 Payment Procedures

- A. Submittal and Processing of Payments
 - 1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
 - 2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price as recommended by Owner's representative.

ARTICLE 7 - DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 7 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if, within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become

- due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and contractors as Contractor may deem appropriate to assist in the performance of work.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

OWNER: INCLINE VILLAGE G. I. D. Agreed to:	CONTRACTOR: OLYMPUS AND ASSOCIATES, INC. Agreed to:
By:	By:
Brad B. Underwood, P. E. Director of Public Works	Signature of Authorized Agent
	Print or Type Name and Title
Date	Date
Reviewed as to Form:	
Joshua Nelson	If Contractor is a corporation, attach evidence
District General Counsel	of authority to sign.
Date	
Owner's address for giving notice:	Contractor's address for giving notice:
INCLINE VILLAGE G. I. D.	OLYMPUS AND ASSOCIATES, INC.
893 Southwood Boulevard	4855 Burge Lane
Incline Village, Nevada 89451	Reno, Nevada 89506
775-832-1267- Engineering Div. Phone	775-322-0346



REQUEST FOR PROPOSALS COATING FOR STEEL WATER STORAGE RESERVOIRS

IVGID Project Number 2299DI1204

January 31, 2022

Prepared for: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department

Prepared by:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Public Works Department, Utilities Division 1220 Sweetwater Road Incline Village, Nevada 89451

REQUEST FOR PROPOSAL COATING FOR STEEL WATER STORAGE RESERVOIRS.

The work includes:

- Coating of exteriors of IVGID reservoirs R6-1 and R2-2.
- Work to be completed by July 28, 2022.

Lump Sum Price Proposals are to be received by the District prior to **3:00 p.m., March 3, 2022**. Proposals received after this time will not be accepted.

Proposals may be faxed to 775-832-1260, e-mailed to **rlr@ivgid.org**, mailed or hand-delivered to:

IVGID Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Ronnie Rector

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes.

IVGID reserves the right to award any or all schedules of work that are in the best interest of the District.

All inquiries for additional information, to schedule a site visit, and clarification of this RFP should be directed to IVGID Utilities Maintenance Specialist Darel Barlow at 775-832-1399, Monday – Thursday, 7:00 a.m. – 5:30 p.m.

INSURANCE AND LICENSING REQUIREMENTS:

- <u>Licenses.</u> Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.
- Commercial Insurance. Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the proposal.

PROTECTIVE COATINGS

ARTICLE 1 - GENERAL

1.01 PURPOSE

The purpose of this specification is to establish methods, materials, standard, and procedures for potable water tank painting.

1.02 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all supervision, labor, tools, materials, equipment, scaffolding, and incidentals required to provide a protective coating system for the surfaces listed herein and not otherwise excluded. Work to be accomplished includes field application of protective paints to interior and exterior surfaces, including surface preparation, handling of hazardous wastes, supply of inspection instruments, and other work necessary to accomplish the approved end result of totally protected and usable structures, including all attachments, accessories and appurtenances, generally as follows:
 - 1. Remove all existing defective paint by abrasive blast cleaning, pressure washing and/or sanding, or other method approved by the OWNER.
 - 2. Apply the steel prime coat over all bare steel surfaces.
 - 3. Apply the intermediate and finish coats to all steel surfaces.
 - 4. Work is on the exterior of the reservoirs only.
 - 5. Only paint the bottom 8' inside of the ladder wells.
- B. If severely corroded or damaged steel is discovered during the course of cleaning or painting operations, repair of severely corroded or damaged areas and other mechanical repairs may be required during project.
 - The CONTRACTOR shall allow the OWNER access to make repairs while the existing paints are being removed. The OWNER reserves the option to repair with:
 - a. District employees
 - b. A separate contractor
 - c. Any combination of the above
 - 2. A time extension will be issued should repairs preclude cleaning and/or paint application. Preparation work shall continue while repairs are being made. The time extension will assume the CONTRACTOR will be able to remobilize and begin painting within two weeks of notification. No additional time will be granted to permit the CONTRACTOR to complete other projects prior to this project.
- C. The following items will not be painted:

- 1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates
- 2. Any moving parts of operating units, mechanical, and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated
- 3. Aluminum handrails, walkways, windows, louvers, and grating
- 4. Stainless steel angles, tube, pipe, etc.
- 5. Products with polished chrome, aluminum, nickel, or stainless steel finish
- 6. Flexible couplings, lubricated bearing surfaces, insulation, and metal and plastic pipe interiors
- 7. Plastic switch plates and receptacle plates
- 8. Signs and nameplates
- 9. Finish hardware
- D. Permits, etc. The CONTRACTOR will obtain, at its own expense, all permits, licenses, and inspections, and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the work, including Federal Public Law 91-596 Occupational Safety and Health Act of 1970. Abrasives shall meet the requirements of the Washoe County Department of Health, Air Quality Division. The CONTRACTOR is responsible for obtaining an air quality permit from the Washoe County Department of Health, Air Quality Division and any other permits that may be required to perform the work.

E. Lead Remediation.

- 1. Contractor's Responsibility: The CONTRACTOR will be responsible for all necessary means and methods to contain painted blast residue. The CONTRACTOR shall be responsible for storage, transport and final disposal of all spent blast materials and residue in accordance with local, State and Federal regulations. The CONTRACTOR shall plug vents and take other such measures as are required while blasting and vacuuming tanks to prevent migration of blasted paint and blast residue, etc. into the environment. CONTRACTOR shall supply copies of documents to OWNER verifying proper handling, testing and disposal of lead based paint debris.
- 2. There is no lead reports available from the Owner.
- F. Work is on two water reservoirs:
 - 1. **Schedule 1:** Reservoir 6-1: 40' diameter x 33' high ~ approximately 300,000 gallons' capacity. Located near 990 Lunar Court.

2. **Schedule 2:** Reservoir 2-2: 68' diameter x 37' high ~ approximately 1,000,000 gallons' capacity. Located at 1100 Fairview Drive.

1.03 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws, and ordinances governing the work, Steel Structures Painting Council, American Water Works Association, Society of Protective Coatings, and manufacturer's printed instructions, subject to Owner's approval.
- B. The Owner's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. All paint systems shall be approved by the National Sanitation Foundation.

1.04 CONTRACTOR

- A. The CONTRACTOR shall be a licensed Painting Contractor in the State of Nevada. Contractor shall have a minimum of five (5) years (recent) practical experience and successful history in the application of similar products to surfaces of steel water storage tanks.
- B. Work shall be performed by SSPC QP1 certified Contractor.
- C. Painting shall be accomplished by experienced painters specializing in industrial painting familiar with all aspects of surface preparations and applications required for this project. Work shall be done in a safe and workmanlike manner and in strict accordance with manufacturer's printed instructions.

1.05 DEFINITIONS

- A. "Paint" as used herein means all coating systems and materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials, whether used as prime, intermediate, or finish coats.
- B. Owner as used herein means, the Owner or Owner designate person of responsibility.

1.06 HOURS OF WORK

- A. The Contractor's activities shall be confined to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal, State, or Local holidays. Deviation from these hours will not be permitted without the prior consent of the OWNER, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be

- calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.
- C. Inspections requested by or made necessary as a result of actions by the CONTRACTOR on Saturdays, Sundays, or holidays must be scheduled and approved by the OWNER and paid for by the CONTRACTOR at the prevailing rate for overtime or holiday work.

1.07 PRE-JOB CONFERENCE

A. Approximately one week prior to start of project, a Pre-Job Conference shall be scheduled between representatives of the OWNER and CONTRACTOR. The sequence of work will be discussed and will be mutually agreed upon to assure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by OWNER. A list of labor, material, and equipment rates for additional work will be established and maintained throughout the project. The CONTRACTOR shall furnish a complete set of submittal data for use and approval by the Owner.

1.08 QUALITY ASSURANCE -- GENERAL

- A. <u>General.</u> Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized, provided they meet recognized and acceptable professional standards and are approved by the OWNER.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the OWNER. The CONTRACTOR shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the OWNER and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the OWNER, shall, upon order of the OWNER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the OWNER.
- D. Except as otherwise provided herein, the OWNER will pay the cost of inspection.
- E. The OWNER will make, or have made, such tests as he deems necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the OWNER. In the event such tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the OWNER,

as well as the cost of subsequent retesting. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the CONTRACTOR from compliance with the terms of the Contract.

- 1. The OWNER'S retention of independent inspection services shall not relieve the CONTRACTOR from maintaining in-house quality control records and implementing proper Quality Control procedures. The CONTRACTOR'S documentation shall be reviewable by the OWNER at any time during project completion and must be kept completely up to date.
- F. <u>Surface Preparation.</u> Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1, ASTM Designation D2200, NACE Standard TM-01-70. All surfaces to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road. Temperature and dew point requirements herein shall apply to all surface preparation operations, except low- and high-temperature limits shall be based on the manufacturer's recommendations.
- G. Application Conditions. No coating or paint shall be applied:
 - 1. When the surrounding air temperature or the temperature of the surface to be coated is outside the manufacturer's recommended temperature range.
 - 2. To wet or damp surfaces or in rain, snow, fog, or mist.
 - 3. When the temperature is less than 5°F above the dew point.
 - 4. When it is expected the air temperature will drop below the manufacturer's recommended temperature for epoxy coating or less than 5°F above the dew point within eight (8) hours after application of coating or paint.
 - 5. When there is dust present in the air or on the exterior tank surface.
- H. CONTRACTOR shall measure dew point by use of an instrument, such as a Sling Psychrometer in conjunction with the U.S. Department of Commerce Weather Bureau Psychometric Tables, or equivalent.
- I. If the above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions. The CONTRACTOR shall keep a record of all-weather observations and submit them to the OWNER. Observations shall be taken at least three (3) times per day.
- J. <u>Application Precautions.</u> The CONTRACTOR shall conduct all operations so as to confine abrasive blasting debris and paint over-spray to within the bounds of the site. The CONTRACTOR shall take all precautions necessary to prevent adverse off-site consequences of painting operations, and shall submit at the Pre-Job Conference a procedure for over-spray prevention. Any complaints

received by the OWNER relating to any such potential off-site problems will be immediately delivered to the CONTRACTOR. The CONTRACTOR shall immediately halt application work and shall take whatever corrective action is required to mitigate any such problems, including changing the method of application to roll-applied if deemed necessary by the OWNER. Any change in procedures in this regard will not be considered an "extra." The CONTRACTOR shall make known to itself the job-site area and potential paint application problems regarding adjacent properties. All costs associated with protection of off-site properties and/or correction of damage to property as a result of application operations shall be borne directly by the CONTRACTOR at no additional expense to the OWNER.

- 1. OWNER approval of CONTRACTOR's over-spray prevention procedures and presence on project site does not free CONTRACTOR from responsibility for over-spray. Daily approval of procedures may be required prior to start of spray operations.
- K. Thickness and Holiday Checking. Thickness of paints shall be checked with a non-destructive, magnetic-type thickness gauge, such as a Nordson-Mikrotest dry mil thickness gauge. An instrument such as a Tooke gauge should be used if a destructive tester is deemed necessary. All defects shall be marked, repaired in accordance with the manufacturer's printed recommendations, and re-tested. No irregularities will be permitted.
- L. Inspection Devices. CONTRACTOR shall furnish, until final acceptance of coating and painting, inspection devices, and related materials such as the wetting agent for holiday testing, in good working condition for detection of holidays, measurement of dry-film thickness of coatings and paints, sling psychrometer, and anchor profile gauge as directed by the OWNER. They shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by or in the presence of the OWNER with location and frequency basis determined by the OWNER. The OWNER is not precluded from furnishing his own inspection devices and rendering decisions based solely upon their tests. Also include scaffolding, ladders and scissor lifts.
- M. <u>Acceptable Inspection Devices.</u> Acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Rasor Models AP and AP-W holiday detectors and "Inspector" or "Positest" units for dry film thickness gauging. Inspection devices shall be operated in accordance with the manufacturer's instructions.
- N. <u>Warranty Inspection.</u> Warranty inspection shall be conducted before the twelve (12th) month following completion of all work and filing of the Notice of Completion. Personnel present at the Pre-Job Conference should also be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the OWNER.
 - 1. *Notification:* The OWNER shall establish the date for the inspection, and shall notify the CONTRACTOR at least 30 days in advance.

- 2. Inspection: The entire exterior paint systems shall be visually inspected as specified in 1.08, Quality Assurance. All defective paint as well as damaged or rusting spots shall be satisfactorily repaired by and at the sole expense of the CONTRACTOR. All repaired areas shall then be electrically tested as specified in the above-mentioned section, and repair/electrical testing procedure repeated until the surface is acceptable to the OWNER.
- Inspection Report: The OWNER shall prepare and deliver to the CONTRACTOR an inspection report covering the inspection, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
- 4. Schedule: Upon completion of inspection and receipt of Inspection Report as noted herein, OWNER shall establish a date for CONTRACTOR to proceed with remedial work. Any delay on the part of the CONTRACTOR to meet the schedule established by the OWNER shall constitute breach of this Contract, and OWNER may proceed to have defects remedied as outlined under General Provisions.
- 5. Remedial Work: Any location where paint has peeled, bubbled, or cracked, and any location where rusting is evident shall be considered to be a failure of the system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and reapplying the same system. If the area of failure exceeds 25 percent of a specific painted surface, the entire applied system may be required to be removed and reapplied in accordance with the original specification.
- 6. Costs: All noted costs for CONTRACTOR's inspection and all costs for repair shall be borne by the CONTRACTOR. In figuring his bid, the CONTRACTOR shall include an appropriate amount for testing and repair, as no additional allowance will be paid by the OWNER for said inspection and repair.
- O. All methods of exterior surface preparation shall conform to the applicable provisions of the Steel Structures Painting Council specifications. No visible rust shall be over-coated under any circumstances, regardless of the elapsed time between blasting and coating. Any steel that has rusted or changed color after cleaning shall be re-blasted in accordance with these specifications.
- P. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under this contract.

1.09 SAFETY AND HEALTH REQUIREMENTS

A. <u>General.</u> Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The

- CONTRACTOR shall provide and require use of personal protective life-saving equipment for persons working in or about the project site.
- B. <u>Access Facilities.</u> All ladders, scaffolding, and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by OWNER to facilitate inspection and be removed by the CONTRACTOR to locations requested by the OWNER.
- C. <u>Ventilation.</u> Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design, and shall be approved by the OWNER. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree that a hazard does not exist by ducting the air, vapors, etc. Forced air induction during blast cleaning and coating application operations is mandatory.
- D. Head and Face Protection and Respiratory Devices. Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During cleaning operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets; other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When paints are applied in confined areas, all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
- E. <u>Grounding.</u> Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. <u>Illumination.</u> Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by OWNER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the OWNER.
- G. <u>Toxicity and Explosiveness.</u> The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for an eight-hour exposure, plus Lower Explosive Limit (LEL) must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. <u>Protective Clothing.</u> Paint materials may be irritating to the skin and eyes. When handling and mixing paints, workmen shall wear gloves and eye shields.
- I. <u>Fire.</u> During mixing and application of all materials, all flames, welding, and smoking shall be prohibited in the vicinity. Appropriate type fire abatement devices shall be provided by CONTRACTOR, and be readily available at the job site during all operations.

- J. <u>Sound Levels.</u> Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.
 - 1. General sound levels for the project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the OWNER.

1.10 SUBMITTALS

A. Submittals shall include manufacturer's data and samples as indicated below, and shall be prepared and submitted in time to provide adequate review by the OWNER. Copies of all manufacturer's instructions and recommendations shall be furnished to the OWNER.

B. <u>Samples -- Painting.</u>

- 1. Paint colors will be selected by the OWNER. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR.
- 2. Samples of each finish and color shall be submitted to the OWNER for approval before any work is started.
- 3. Samples shall be prepared so that an area of each sample indicates the appearance of the various coats. For example, where three-coat work is specified, the sample shall be divided into three graduated areas: one showing the application of one coat only; one showing the application of two coats; and one showing the application of all three coats.
- 4. Such samples, when approved in writing, shall constitute a standard as to color and finish only for acceptance or rejection of the finish work.
- 5. For piping, valves, equipment, and miscellaneous metal work, provide sample chips or color charts of all paint selected, showing color, finish, and general characteristics.
- 6. Rejected samples shall be resubmitted until approved.

1.11 DELIVERY, HANDLING, AND STORAGE

- A. Deliver all materials to the job site in original, unopened packages and containers bearing manufacturer's name and label. Packages shall not be opened until they are inspected by the OWNER and required for use.
 - 1. Provide labels on each container with the following information:
 - 2. Name or title of material
 - 3. Federal Specification number, if applicable
 - 4. Manufacturer's stock number and color
 - 5. Manufacturer's name, batch number, specification number
 - 6. Generic type
 - 7. Contents by volume for major pigment and vehicle constituents
 - 8. Application instructions

- 9. Color name and number
- 10. Date of manufacture and expiration date
- B. Containers shall be clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.
- C. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, or from excessive heat. The CONTRACTOR shall be solely responsible for the protection of the materials stored by himself at the job site.
- D. The OWNER shall designate areas for storage and mixing of all painting materials. The CONTRACTOR shall comply with the requirements of all pertinent codes and local fire regulations. Proper containers shall be provided by the CONTRACTOR and used for painting wastes. No plumbing fixtures shall be used for this purpose. Empty coating cans shall be neatly stacked and removed from the job site as required by applicable codes.
- E. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

ARTICLE 2 - PRODUCTS

2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Standard products of manufacturers other than those specified will be accepted when it is proved to the satisfaction of the OWNER that they are equal in composition, durability, usefulness, and convenience for the purpose intended. Substitutions will be considered, provided the following minimum conditions are met:
 - 1. The proposed coating or paint system shall employ coatings or paints of the same manufacturer.
 - 2. All requests for substitution shall carry full descriptive literature and directions for application along with complete information on generic type, non-volatile content by volume, and a list of five (5) similar projects -- all at least three (3) years old -- where the coatings or paints have been applied to similar exposure.
- B. All material shall be brought to the job site in the original sealed containers. They shall not be opened or used until OWNER has physically inspected the contents and obtained the necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated by the manufacturer and followed by the CONTRACTOR.

- D. All coating, paint, and disinfection materials shall be stored to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with city, county, state, and federal safety codes for flammable coating and paint materials. At all times, coatings and paints shall be protected from freezing.
- E. CONTRACTOR shall use products of same manufacturer for all coats.

2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall be provided by the CONTRACTOR for painting the exteriors.
 - 1. <u>Spot Prime</u>: Sherwin-Williams Kem Kromic B50AZ6 Universal Metal Primer or equal, with a dry film thickness of 3.0 to 4.0 mils.
 - First Coat: Sherwin-Williams Macopoxy 646 FC, B56W610/B58V600 or equal, with a dry film thickness of 3.0 to 4.0 mils. Color to be selected by OWNER.

<u>Second Coat</u>: Sherwin-Williams HI-SOLIDS POLYURETHANE, B65-300/B60V30 or equal, with a dry film thickness of 3.0 mil to 4.0 mils. Color to be selected by OWNER.

- 3. System minimum 9.0 mils DFT, 12.0 mils DFTmaximum
- 4. Color: Sherwin Williams SW4024 Enviro Green selected by OWNER.

ARTICLE 3 - EXECUTION

3.01 GENERAL

- A. All surface preparation and paint application shall conform to applicable standards of the Steel Structures Painting Council, the Incline Village General Improvement District, and the manufacturer's printed instructions. Material applied prior to approval of the surface, by the OWNER, shall be removed and reapplied to the satisfaction of the OWNER at the expense of the CONTRACTOR.
- B. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the OWNER.
- C. The CONTRACTOR shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work, and make other decisions pertaining to the fulfillment of their contract.
- D. CONTRACTOR shall provide approved sanitary facilities at reservoir site for all CONTRACTOR personnel, as no existing facilities will be available to the CONTRACTOR. Facilities shall be maintained during the project to complete

- standards established by OWNER, and shall be removed prior to CONTRACTOR's departure from the reservoir sites at completion of the project.
- E. Dust, dirt, oil, grease, or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water, and wiped dry with clean rags.
- F. The CONTRACTOR's equipment shall be designed for application of materials specified, and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter or white cloth tests shall be accomplished at each start-up period and as deemed necessary by the OWNER. CONTRACTOR's equipment shall be subject to approval of the OWNER.
 - Cleanliness of compressed air supply shall be verified daily and as deemed necessary by the OWNER by directing a stream of air from the blasting or air hose onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving the first coat within an eight-hour period shall be re-cleaned prior to application of first coat.
- H. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure that previously painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the OWNER.
 - 1. Project is subject to intermittent shutdown if, in the opinion of the OWNER, cleaning and application operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
 - 2. In the event of emergency shutdown by the OWNER, CONTRACTOR shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by CONTRACTOR.
- I. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the Contract.
- J. CONTRACTOR shall tightly seal reservoir vents and other open areas to prevent intrusion of paint or other contaminants. The sealing system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, the sealing system shall be removed at daily termination of work.

3.02 SURFACE PREPARATION -- General

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a portion of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil, and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning, or similar materials and methods, which involve a solvent or cleaning action.
 - 2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding, and wire brushing.
 - 3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools, or power sanders.
 - 4. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
 - 5. Brush-Off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
 - 6. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
 - 7. Power Tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least 1.0 mil.
 - 8. All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road.
- B. During cleaning operations, caution shall be exercised to ensure that existing paints are not exposed to abrasion from blast cleaning.
- C. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the OWNER.
- D. The CONTRACTOR shall keep the area of his work in a clean condition, and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard in the execution of the work or the operation of the existing facilities. All debris shall be removed from the site by the CONTRACTOR and disposed of

properly. As existing paints are assumed to contain hazardous materials, handling of waste by CONTRACTOR shall meet OSHA and all regulatory agency requirements for handling such waste. Containment of these wastes and disposal of same shall be by CONTRACTOR. See attached paint test results.

- E. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming, as directed by the OWNER. Air hose for blowing shall be at least one-half inch (½") in diameter and shall be equipped with a shut-off device.
- F. All welds, when required, shall be neutralized with a suitable chemical compatible with the specified paint materials.
- G. Water blast cleaning (hydro-blasting) shall be used only when and as directed by OWNER. Pressures shall be those determined by OWNER to effectively accomplish removal of loose, peeling/flaking paint or other detrimental surface contaminants.
- H. If water is used for the cleaning process, spent water shall be contained and discharged to the OWNER's sanitary sewer system. No water shall be allowed to run off-site.

3.03 SURFACE PREPARATION – Exterior

Surface preparation shall be SSPC-SP1 to remove oil, grease, soil and other contaminants. Glossy areas shall be dulled by light sanding, all loose paint shall be removed and sanding dust removed. All bare areas shall be primed with a primer as recommended by the manufacturer. Treat damaged areas and overcoat existing surfaces per specification listed in Article 2 – Products, 2.02 Exterior Paint Materials.

See Attachment A for photos of existing exterior paint conditions. Acknowledge Attachment A on the Bid Form.

3.04 APPLICATION - General

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field, and Maintenance Painting," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. When applying an epoxy/urethane system, surface temperatures must be a minimum of 5° above dew point during application and minimum cure time, and surface temperatures must not exceed manufacturer's recommended temperature range, and the finish coat must be applied not later than seventy-two (72) hours after application of the epoxy primer. If the anticipated overcoat time is longer than seventy-two (72) hours, then an additional "mist coat" (2 dry mils) of epoxy shall be applied and the epoxy overcoat window clock shall start anew.

- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the OWNER, and shall not exceed limits set by applicable regulatory agencies.
- D. Each application of coating and paint shall be applied evenly, free of brush marks, sags, and runs with no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surface, and applied coatings or paints. Personnel walking tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces or room surface. If required by OWNER, personnel shall wear soft-soled shoes or shoe coverings approved by OWNER. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the OWNER.
- F. All materials shall be applied as specified herein.
- G. All welds and irregular surfaces specified by the OWNER shall receive one brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to ensure penetration and coverage, as directed by the OWNER. These areas include, but are not limited to, welds, roof lap seams, nuts, bolts, ends and flanges of rafters, and other areas where complete coverage of paint might not be accomplished without this special attention. Special attention shall be given to the junction of the cover dome and the top angle on cylindrical walls, and to the joints between plates in the dome.
- H. At the conclusion of each day's cleaning and painting operations, a six-inch (6") wide strip of cleaned substrate shall remain unpainted to facilitate locating point of origin for successive day's cleaning operations.
- I. All attachments, accessories, and appurtenances shall be prepared and coated/painted/finished in the same manner as specified for adjoining tank sections.
- J. Epoxy primed surfaces or other multi-component materials exposed to excessive sunlight or an excessive time interval, beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-Off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond subsequent coat.

3.05 FIELD APPLICATION – Exterior, including Appurtenances

- A. All painted/primed surfaces shall be clean, dry, and show no evidence of oxidation, after which all inorganic zinc or epoxy primed surfaces shall receive intermediate and finish coats specified under 2.02.
 - All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All pealing and/or rusted surfaces shall be cleaned to a SSPC-SP3. Water used for pressure washing and general wash down will be provided at no cost to the Contractor, to be obtained at 1220 Sweetwater Road.

3.06 QUALITY CONTROL -- Exterior

- A. All epoxy coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure that all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or re-coat cycles specified by manufacturer.
- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the OWNER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions and as directed by the OWNER.
- E. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive as an indicator of coverage, or the coats must be of contrasting color (i.e., white/buff/white).
- F. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond the limits of scaffold perimeter will not be permitted, and shall be basis for a Stop Work Order issued by the OWNER. All over-spray shall be removed as directed by the OWNER.
- G. Upon completion of coating operations, after curing intervals in accordance with manufacturer's recommendations, holiday detection shall be accomplished. Access scaffolding and manpower to move scaffolding as required by the OWNER shall be provided by the CONTRACTOR in order to perform all testing. Repair and retesting shall be accomplished as specified under "QUALITY ASSURANCE."
- H. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the OWNER.

I. Manufacturer's recommended curing times and conditions shall be followed to achieve final curing.

3.07 FIELD APPLICATION -- Exposed Exterior Surfaces

A. <u>All materials shall be applied according to manufacturer's recommendations</u> and as specified.

3.08 FINISHES

- A. <u>Pigmented (Opaque) Finishes.</u> Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- B. <u>Complete Work.</u> Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specific requirements.

3.09 CLEANUP

- A. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the OWNER. Coating spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the OWNER at no cost to the OWNER.
- B. <u>Cleaning.</u> All paint brushed, spattered, spilled, or splashed on any surface not specified to be painted shall be removed ASAP and/or at OWNERS direction.
- C. CONTRACTOR shall be solely responsible for all paint over-spray or dust fallout claims.

3.10 OMISSIONS

Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

End of Protective Coatings Requirements

PROPOSAL FORM

Prices to include all labor, materials and incidentals.

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Schedule 1, In Numbers	: \$	
Schedule 1, In Words:		
Schedule 2, In Numbers	: \$	
Schedule 2, In Words:		
Total Proposal, In Numb	ers: \$	
Total Proposal, In Words	s:	
Signature of Bidder:	Date:	
nitial to Acknowledge Attac	chment A:	
PRINT OR TYPE:		
Name:		
City, St, Zip:		

Photos - Existing Conditions of **Schedule 1**: Reservoir 6-1



Res 6-1: Roof



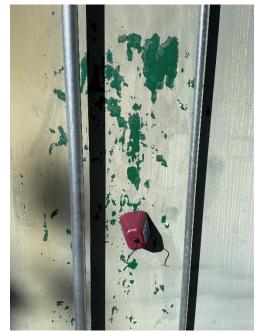




Photos - Existing Conditions of Schedule 2: Reservoir 2-2



Res 2-2 Tub Ring



Res 2-2 Tub Ring



Res 2-2 Roof



Res 2-2 Roof

PROPOSAL FORM

Prices to include all labor, materials and incidentals.

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Schedule 1, In Numbers:	\$45,000.00
Schedule 1, In Words:	forty five thousand dollars and 00/100
Schedule 2, In Numbers:	\$ 27,000.00
Schedule 2, In Words:	twenty seven thousand dollars and 00/100
Total Proposal, In Numbers:	\$72,000.00
Total Proposal, In Words:	seventy two thousand dollars and 00/100

Signature of Bidder:

Date: 03/03/2022

Initial to Acknowledge Attachment A:

PRINT OR TYPE:

Name: Lazarus Tsiopos

Title: Secretary/Treasurer

Firm Name: Olympus and Associates, Inc

Address: 4855 Burge Lane

City, St, Zip: Reno, NV 89506

Phone & Fax #: 775-322-0346

Email: olympus@olympuspsb.com

ATTACHMENT B



Project Summary

Project Number: 2299DI1204

Title: Water Reservoir Coatings and Site Improvements

Project Type: E - Capital Maintenance

Division: 99 - General Administration - Water

Budget Year: 202

Finance Option:

Asset Type: DI - Distribution Infrastructure

Active: Yes

Project Description

The District owns 13 potable water reservoirs in Incline Village and Crystal Bay. The reservoirs (tanks) store from 170,000 to 1,000,000 gallons of water. Tank heights range from 20-50 feet and diameters range from 33-68 feet. The first reservoirs were constructed in 1962 with the last one built in 1996. The reservoirs are coated on the outside with a dark green weather resistant paint. These tanks need to be re-coated based on weathering of paint, graffiti and the overall appearance. The interiors are cleaned, video inspected every 5 years with the last inspection taking place in 2019. Typically the epoxy interior coating lasts 20-25 years. These tanks are built into the hillside in many cases with steep embankments and no retaining wall to keep the soil, rocks, etc. away from the tank. Periodically these sites need to be cleared of debris to protect the exterior coating and allow access around the structure for maintenance including painting.

Project Internal Staff

Public Works staff will perform design, bid, contract administration and inspection.

Project Justification

The 13 steel water storage reservoirs throughout the District need to be re-coated (internal and external) to extend their life expectancy. These tanks get pitted and rust from exposure to the elements. We patch paint over the exterior problem areas and any graffiti. In addition, these tanks need to look aesthetically pleasing because they are mostly located in residential areas. The schedule is based on need. The coating work is performed by an outside contractor. Site improvements will be prioritized as needed such as rock and debris removal. Spot coating repairs on the interior of tanks are also performed by dive companies specializing in that work.

Forecast							
Budget Year		Total Expense	Total Revenue	Difference			
2021							
Exterior recoating of R6 and R2-1	C-1	85,000	0	85,000			
Year	r Total	85,000	0	85,000			
2022							
Exterior recoating R6-1 R2-2	and	85,000	0	85,000			
Year	r Total	85,000	0	85,000			
2023							
Exterior recoating R2		60,000	0	60,000			
Year	r Total	60,000	0	60,000			
2024							
Exterior recoating of R5 and R5-3B	-3A 	80,000	0	80,000			
Year	r Total	80,000	0	80,000			
2025							
Exterior Recoating of R3	3-A	55,000	0	55,000			
Year	r Total	55,000	0	55,000			
		365,000	0	365,000	_		
Year Identified	Star	t Date	Est. Completi	on Date		Manager	Manager Project Partner
2012	Jul 1	, 2020	Jun 30, 2	021		Utility Maintenance Specialist	Utility Maintenance Specialist

<u>MEMORANDUM</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Brad Underwood, P.E.

Director of Public Works

SUBJECT: Approve Water Main Line Extension and Authorize Staff to

Execute an NDOT Permit for a proposed residence at 447

State Route 28, Crystal Bay, Nevada.

DISTRICT STRATEGIC PLAN: Long Range Principle #5 – Assets and

Infrastructure

DATE: March 30, 2022

I. <u>RECOMMENDATION</u>

That the Board of Trustees makes a motion to:

1. Approve the water main line extension request to serve 447 State Route 28.

2. Authorize Staff to execute a NDOT Right-of-Way Encroachment Permit for installation of a water main and a sewer service line.

II. <u>DISTRICT STRATEGIC PLAN</u>

Long Range Principle 5 - ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

III. BACKGROUND

The proposed residential construction is planned to be located on 447 State Route (SR) 28 (APN: 123-250-07). In accordance with Ordinance 4 Article 6.01, the owner of the property has requested that the Board of Trustees approve the installation of a mainline extension (Attachment A).

Currently IVGID does not have a water main or sewer main to serve this lot. As part of the requirements from the North Lake Tahoe Fire Protection District, a new fire hydrant must be installed as part of this project. To meet this requirement, IVGID is requiring the property owner to install approximately 400 linear feet of 8" water main to service the proposed residence and new fire hydrant.

The property owner will also be responsible for installing a sewer service lateral from the proposed home to an existing manhole located near the intersection of Gonowabie and SR 28.

The location of both the new water main and sewer service lateral will be within the NDOT right-of-way, which will require IVGID to be the signatory on the encroachment application. The property owner will prepare all the required documents for Public Works Staff review and approval prior to submitting to NDOT for approval.

The cost associated with the installation of the water main extension, fire hydrant, and sewer lateral will be the sole responsibility of the property owner.

In accordance with Board Policy 3.1.0., 0.15, Consent Calendar, this item is included on the Consent Calendar, as it is routine business of the District and does not affect the currently approved District Budget.

IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute 332.115.

V. FINANCIAL IMPACT AND BUDGET

Public Works Staff anticipates the majority of Staff time to be expensed to the Developer as part of the permitting process for the proposed development.

VI. <u>ALTERNATIVES</u>

Not approve the main line extension.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

A – Water Main Extension Request



Ph: 530-546-4805 P.O. Box 412 Tahoe Vista, CA 96148 3080 North Lake Blvd Tahoe City, CA 96145

March 21, 2022

Incline Village General Improvement District Board of Trustees 1220 Sweetwater Road Incline Village, NV 89451

Re: 447 Lakeshore - State Route 28 Watermain Extension

IVGID Board,

We are working on the new residence at 447 Lakeshore – SR 28 and the North Lake Tahoe Fire Protection District has requested we install a new fire hydrant at the top of the new driveway where the driveway meets State Route 28. We have met with IVGID staff on the project and due to the high pressure of the existing water main fronting the property we are not allowed to tap this existing watermain to serve this new fire hydrant. In order to provide water to this new hydrant the project requires connection to the existing water near the existing pressure reducing station near the top of Gonowabie Road and State Route 28. This distance is approximately 400 linear feet.

We are requesting approval from IVGID for approval of approximately 400 linear feet of 8" C900 watermain to be install along the eastbound travel lane of State Route 28. We are prepared to assist IVGID staff in obtaining an NDOT permit for the IVGID owned water utility work in the State Right of Way.

In addition to the watermain extension the project requires a sewer pump service line(s) to be installed within State Route 28 NDOT right-of-way. This request includes assistance to IVGID staff to obtain the required NDOT permit for the sewer utility work with the State Route 28 NDOT right of way.

Should you have any questions, please feel free to contact me.

Sincerely,

Adrian Tieslau, P.E.

<u>MEMORANDUM</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Brad Underwood, P.E.

Director of Public Works

SUBJECT: Approve Change Orders 3, 4 and 5, and make final

payment for the Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: F.W. Carson; total Change Order amount \$30,666.72, Final Payment \$182,267.34. Approve Contract Amendment 3, Mountain Golf Course Cart Path Replacement Phase I Project – 3241LI2001 – Fund Community Services; Division: Mountain Golf; Vendor: Lumos and Associates; contract deduct of \$12,300.00.

DISTRICT STRATEGIC

PLAN: Long Range Principle 5 – Assets and Infrastructure.

DATE: March 30, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

- 1. Approve Change Orders 3, 4 and 5, and make final payment for the Mountain Golf Course Cart Path Replacement Phase I Project 3241LI2001 Fund: Community Services; Division: Mountain Golf; Vendor: F.W. Carson; total Change Order amount \$30,666.72, Final Payment \$182,267.34.
- 2. Approve Contract Amendment 3 Mountain Golf Course Cart Path Replacement Phase I Project 3241LI2001 Fund Community Services; Division: Mountain Golf; Vendor: Lumos and Associates; contract deduct of \$12,300.00

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

This project is a FY 2021-22 Capital Improvement Project consisting of replacement of the Mountain Golf Course Cart Paths. The Mountain Golf Course Cart Paths are part of a multi-year capital improvement project with the construction of Phase I completed fall of 2021. F.W. Carson chose to perform the work under a different means and methods than what was called out in the bid forms. This has led to challenges in making final payment and closing out the project. The PW Staff has been working with F. W. Carson on the backup required to account for the change in the means and method of constructing the golf cart path.

To date the following items have been approved:

- 1. Change Orders (CO) 1, 2 and 2A (Attachment A)
- 2. Pay Application (PA) 1 (Attachment B) included payment for Bid Items 1, 2, 3, 5, 6, 7, Bid Alt. 9 and the above Change Orders. The total payment for PA 1 was \$232,651.55.

Items remaining that need approval are:

- 1. CO 3, 4, and 5 (Attachment A)
- 2. PA 2 including Bid Items 4, and Bid Alt. 7 as they were not included in PA 1.

CO 3 is a deductive change order for -\$10,000 to modify the means and method of pavement removal. The original method was to remove and replace asphalt and aggregate base materials per the specifications, which included the use of Type I Recycled Base. The revised method was to pulverize in place and utilize recycled type I base created as a result of the pulverization process. PW Staff will include executed CO 3 as part of the contractor's PA 2 (Attachment B), resulting in a deduction of \$10,000.

In order to close out the project, CO 4 and CO 5 are being presented to the Board of Trustees for approval because the total cost of these change orders exceed the previously Board authorized construction contract and contingency amounts.

CO 4 represents the actual amount of pavement placed by the contractor. PW Staff field-verified the actual amount of pavement installed to be 18,078 sf. The original bid item was for a total of 15,320 sf of asphalt, which resulted in an additional 2,758 sf of pavement installed throughout the project. The unit price for Bid Item 5 is \$5.90/sf and results in an increase of \$28,127.52.

CO 5 is work associated with the complete removal and replacement of 3,688 sf of existing asphalt and base. The original design noted that, within this area, sufficient base material would be encountered and the only work required would be the replacement of 3" of asphalt pavement. However, once this section of asphalt was removed, the material below was determined to be inadequate by PW Staff and required complete removal and replacement with base material that met the required specifications. This change results in Bid Alt. Item 8 and Bid Alt. Item 10 changing to 0 sf (credit \$24,340.80), and Bid Alt. Item 7 and Bid Alt. Item 9 increasing by 3,688 sf (add \$36,880.00). The net cost of CO 5 is an additional \$12,539.20.

Upon the Board's approval of CO 4 and CO 5 (Attachment A), PW Staff will execute the change orders and process final PA 2 to F. W. Carson. The total final payment will be \$182,267.34 to close out Phase I of the Mountain Golf Cart Path Replacement project.

PW Staff met with Lumos and Associates (Lumos) to discuss the impacts made to the project due to discussions between Lumos and F. W. Carson, after the project was awarded and prior to the start of construction. These discussions led to confusion regarding the modification of the original means and methods that were laid out in the Bid Documents. In order to help remedy the confusion that took place, Lumos has offered a reduction in their contract pricing for Phase 2 and 3 of the Mountain Golf Cart Path of \$12,300.

IV. BID RESULTS

The District publicly advertised this project for bidding on July 29, 2021 in accordance with NRS 338, and posted all construction documents on PlanetBids. At the September 2, 2021 Board of Trustees meeting the project was awarded to the lowest responsive bidder, F. W. Carson Co. for a total project amount of \$357,138.80.

V. FINANCIAL IMPACT AND BUDGET

The Mountain Golf Cart Path Replacement Phase I Project (CIP 3241LI2001) is included in the FY 2021-22 CIP Budget, with a total project budget of \$550,000 (Attachment C). The budget details a total for Construction and Construction Reserves of \$445,000. On September 2, 2021, the Board approved a construction contract with F. W. Carson Co. in the amount of \$357,138.80 and authorized an additional amount of \$35,700 for staff to execute change orders, for a total authorization of \$392,838.80. The new total amount of the Construction Contract with F. W. Carson Co., including all change orders, is \$414,918.89 which exceeds the original contract amount by \$57,780.09. Board approval of final payment (PA 2) results in an increase of \$22,080.99 from the original amount authorized for construction.

The table below presents the construction costs to date:

Task	Cost to Date
Materials Testing - Reno Tahoe Geo Associates	\$5,599.55
Construction by F. W. Carson Co. (original contract)	\$357,138.80
Change Order 1	\$10,659.67
Change Order 2	\$13,120.70
Change Order 2A	\$3,333.00
Change Order 3	(\$10,000.00)
Change Order 4	\$28,127.52
Change Order 5	\$12,539.20
FW Carson Subtotal	\$414,918.89

PW Staff billings to date total \$46,483: July \$613, August \$1,477, September \$5,157, October \$20,456, November \$10,294, December \$2,795, January \$3,786, and February \$1,906. Staff costs have been charged to Mountain Golf Cart Path Replacement CIP 3241LI1903 which was funding carried-forward from FY2020/21 budget (\$166,395).

The table below presents the approved design budget and contract Amendment 3:

Task	Cost to Date
Lumos Engineering Contact Phase 1	\$75,100
Amendment 2 for Phase 2 and 3 Design	\$44,500
Amendment 3, Deduct	(\$12,300)
Subtotal	\$107,300

The PW Staff has worked with both FW Carson and Lumos to determine the impacts of modifying the method of construction from removal and replacement to pulverize in place. FW Carson has provided backup material for CO 3, showing a credit to the contract price of -\$10,000 for the reduction in trucking, material off haul, aggregate base import and on-site trucking.

Lumos is currently working on the final design for Phases 2 and 3 of the golf cart path replacement. The design fees for this portion of work totals \$44,500. Lumos has agreed to credit the design work by a total of -\$12,300, bringing the total design fees for Phases 2 and 3 to \$32,200.

A net total deduction to the project of \$22,300 has been achieved as a result of the change to the contractors means and methods to perform pulverizing instead of remove and replace.

VI. <u>ALTERNATIVES</u>

Not authorize the approval of the change orders, and defer to legal counsel

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- A CO's 1, 2, 2A, 3, 4, and 5.
- B PA's 1 and 2
- C Draft Amendment 2, Lumos & Assoc.
- D CIP 3241LI2001 Data Sheet

CHANGE ORDER 01

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: September 24, 2021

Contract Date: September 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451

CONTRACTOR:

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 3241LI2001; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

Over-excavate approximately 2 feet of subgrade materials, furnish and install crushed rock and filter fabric. Dispose of unsuitable materials off-site.

Reason for Change Order:

See photos included in RFI #2. Conditions found on site are due to irrigation flooding at golf course.

Attachments (List of documents supporting this change):

Contractor's RFI #2, with photos of site, and Change Order Request #1.

Change in Contract Price:	Change in Contract Times:	nge in Contract Times:		
Original Contract Price: \$357,138.80	Original Contract Times: Substantial Completion:	10/15/2021		
Net Changes from Previous Change Orders: \$0.00	Net Changes from Previous Change Orders: 0			
Contract Price prior to this Change Order: \$357,138.80	Contract Times prior to this Change Order: Substantial Completion: 10/15/20			
Net Increase/Decrease of this Change Order:	Net Increase/Decrease of this Change Order:			
\$10,659.67	2			
Contract Price with All Approved Change Orders: \$367,798.47	Contract Times with All Approved Change Orders: Substantial Completion:	10/18/2021		

APPROVALS:

RECOMMENDED:

APPROVED:

9/24/2021

PROJECT MANAGER (Authorized Signature)

Date

OWNER (Authorized Signature)

ACCEPTED:

F. W. CARSON CO (Authorized Signature)

9/21/2/ Date



9/23/2021

IVGID Engineering

Phone # Fax #

Attn: Kate Nelson

REQUEST FOR INFORMATION

PROJECT NAME: IGVID Golf Cart Path Reconstruction Project Phase 1

FROM: TROY CARSON JOB # 21.41

F.W. Carson Co.
1064 Tahoe Blvd.

RFI # 2

Incline Village 89451

SUBJECT: Unsuitable Material

SPEC SECTION PARAGRAPH # DRAWING # DETAIL #

DESCRIPTION:

Unsuitable subgrade material due to irrigation water flooding. Sta. 32+25- 32+75 and 22+60-22+80.

CONTRACTOR'S PROPOSED RESOLUTION:

Over excavate to approx 2' depth, bridge with crushed rock and filter fabric, recompact.

ATTACHMENTS: 2 photos

ESTIMATED COST IMPACT: yes. See COR#1 FWC 99.01

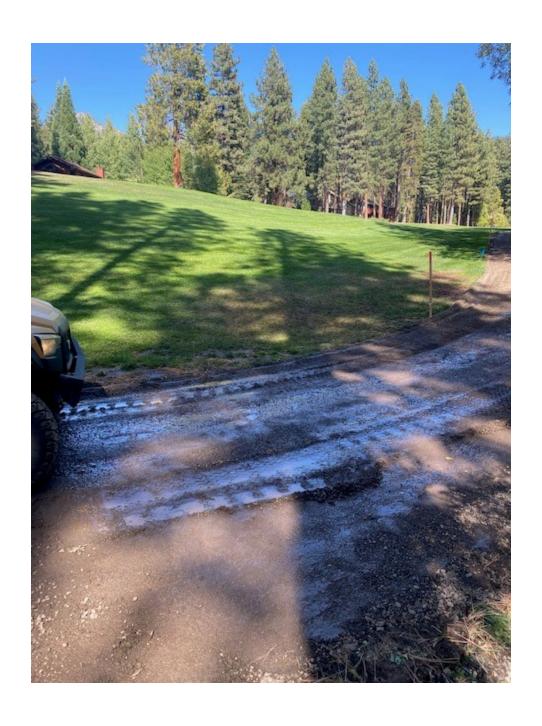
ESTIMATED TIME IMPACT: 3 days (1.5 access delay, 1.5 repair)

CONTRACTOR SIGNATURE: Troy Carson

DATE: 9/23/21

RESPONSE:







9/23/2021 EW# 99.01

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson	
RE: IVGID Mountain Golf Course Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above re	ferenced project.
Our scope of work includes: Unsuitable subgrade materials pre RFI #2. Over excavate approx. 2'. Furnish and i rock and filter fabric. Dispose of unsuitable materials off site.	nstall crushed
Exclusions: Engineering, soils testing, excavation exceeding 2' depth or length per RFI 2.	
Our price for the extra work is: \$10,659.67	
Our additional time for the extra work is 1.5 days	
Sign: IVGID Engineering Representative - acting agent for Ivgid	Date:
If you have any questions call me at (530) 214-6273	
Sincerely,	

F.W. Carson Co.

1064 Tahoe Blvd. Incline Village, NV 89451

	Phone: (775) 831-5008	Fax: (775)	831-5068	
				99.01
Labor				
Date	Description	Hours	Rate	Tota
	Superintendent	2.0	\$90.00	\$180.00
	Foreman	8.0	\$81.00	\$648.00
	Operator	16.0	\$78.00	\$1,248.00
	Truck Driver	5.0	\$59.00	\$295.00
	Labor	16.0	\$59.00	\$944.00
	Flaggers	10.0	\$59.00	ψ> 11.00
			Labor Total	\$3,315.00
Equipme	nt			. ,
Descripti		Hrs/Qty	Rate	Tota
			0.45.00	0260.06
	Foreman Truck / Utility Truck	8.0	\$45.00	\$360.00
	Mini Excavator	7.0	\$65.00	\$455.00
	Skid Steer	4.5	\$65.00	\$292.50
	Skip Loader	2.5	\$75.00	\$187.50
	Sheeps foot compactor	2.0	\$75.00	\$150.00
		Equ	uipment Total	\$1,445.00
Trucking	,	H /04	D 4	TD 4
Descripti		Hrs/Qty	Rate	Tota
Transport		16.0	\$ 125.00 \$ 115.00	¢1 040 00
End Dum		16.0		\$1,840.00
5 cy Dum	р 1 гиск	5.0	\$ 65.00	\$325.00
E1 C	J	0%		\$0.00
Fuel Surc	narge		l' T.4.1	\$0.00
		1	rucking Total	\$2,165.00
Material	s			
Descripti		Qty	Price	Tota
Spoils (di		49 CY	\$20.00	\$980.00
	ck 1-1/2"	73 ton	\$10.75	\$784.75
Filter Fai	bric 160N	840 SF	\$0.18	\$151.20
		<u> </u>	Subtotal	\$1,915.95
			Tax 8.265 %	\$158.35
		Mate	rial Total	\$2,074.30

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Description	Qty		Price	Total
		3.71	T. 75 . 1	00.00

Misc Items Total

\$0.00

Subce	nntra	ctor
Bubli	onu a	CLUI

Description	Qty	Price	Total

Subcontractor Total

\$0.00

Subtotal \$8,999.30

15% OH & P \$1,349.90

Subcontractor Work 5% OH & P \$0

3.00% Bond Premium *\$310.48*

Total \$10,659.67

Change Order Total \$10,659.67

CHANGE ORDER 02

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: October 4, 2021

Contract Date: September 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451

CONTRACTOR:

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 3241LI2001; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

- 1. Remove and replace additional section of cart path at Sta 25+12 to approx. Sta. 25+56), 352 sf. \$3,590.40 + 1 working day.
- 2. Stump removal, disposal and backfill, Sta. 6+25, 24+70 and 36+10. \$5,700.11 + 1 working day.
- 3. Rip-rap slope at Sta. 10+25, and rock border at Sta. 11+75. \$3,830.19 + 1 working day.

Reason for Change Order:

- 1. Additional section of deteriorating cart path, previously unmarked, located within current project area.
- 2. Removing six (6) potentially hazardous tree stumps in proximity of cart path. Trees removed previously by Golf staff.
- 3. Additional slope stabilization required as identified by the PW Engineer in collaboration with Golf Staff.

Attachments (List of documents supporting this change):

Contractor's Change Order Requests 2, 3 and 4.

Board of Trustee September 2, 2021 Board of Trustees Meeting, Approving 10% Contingency (\$35, 700)

Project Budget Tracker

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$357,138.80	Original Contract Times: Substantial Completion: 10/15/2021
Net Changes from Previous Change Orders: \$10,659.67	Net Changes from Previous Change Orders:
Contract Price prior to this Change Order: \$367,798.47	Contract Times prior to this Change Order: 19 1/6N Substantial Completion: 10/4/1/2021
Net Increase/Decrease of this Change Order: \$13,120.70	Net Increase/Decrease of this Change Order:
Contract Price with All Approved Change Orders: \$380,919.17	Contract Times with All Approved Change Orders: 22 Substantial Completion: 10/20/2021

APPROVALS:

RECOMMENDED:

Kate S. Nelson, PE Digitally signed by Kate S. Nelson, PE Date: 2021.10.25

11:44:00 -07'00'

Brad B. Digitally signed by Brad B. Underwood Date: 2021,11,02 od

APPROVED:

By:

PROJECT MANAGER (Authorized Signature)

~ ~ ~

OWNER (Authorized Signature)

Date

ACCEPTED:

F. W. CARSON CO. (Authorized Signature)

11/3/21 Date

Date



9/28/2021 EW # 99.02

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson	
RE: IVGID Mountain Golf Course Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project	et.
Our scope of work includes: Full section R&R sta. 25+12-25+56 = 352 SF @ 8' width	
Exclusions: Stump or root removal beyond reconstruction sections	
Our price for the extra work is: \$3,590.40	
Our additional time for the extra work is 0.75 days	
Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal	l•
Sign: Date:	
IVGID Engineering Representative	
If you have any questions call me at (775) 722-9471	

Sincerely, Troy Carson

Project Manager



9/28/2021 EW # 99.03

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson	
RE: IVGID Mountain Golf Course Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above re-	ferenced project.
Our scope of work includes: Stump removal, disposal and Backfill (4ea). Sta 6+25, 24+70 (2ea), 36+10	
Exclusions:	
Our price for the extra work is: \$5,700.11	
Our additional time for the extra work is 1.5 days	
Price is good for (30) days from the date of this proposal. Sign below to accept the extra	work proposal.
Sign:	Date:
IVGID Engineering Representative If you have any questions call me at (775) 722-9471	

Sincerely, Troy Carson

Project Manager

F.W. Carson Co.

1064 Tahoe Blvd. Incline Village, NV 89451

Phone: (775) 831-5008 Fax: (775) 831-5068

Labor	-			
Date	Description	Hours	Rate	Tota
	Superintendent	2.0	\$90.00	\$180.00
	Foreman	6.0	\$81.00	\$486.00
	Operator	12.0	\$78.00	\$936.00
	Truck Driver	2.0	\$59.00	\$118.00
	Labor	12.0	\$59.00	\$708.00
	Flaggers		\$59.00	· · · · · · · · · · · · · · · · · · ·
		L	abor Total	\$2,428.00
Equipmen Descriptio		Hrs/Qty	Rate	Tota
-		·		
	Foreman Truck / Utility Truck		\$45.00	
	Mini Excavator		\$65.00	
	Excavator (65,000#)		\$145.00	
	Skid Steer		\$65.00	
	Skip Loader		\$75.00	
	Sheeps foot compactor		\$75.00	
	Loader (45,000#)		\$138.00	
	Jumping Jack / Wacker (Daily Rental)	1.0	\$50.00	\$50.00
	Viberplate Compactor (Daily Rental)		\$50.00	
	Wacker (Daily Rental)		\$50.00	
	Backhoe	12.0	\$75.00	\$900.00
	Ducknoe			
	Power Broom		\$0.00	
			\$0.00 \$0.00	_

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Description	Hrs/Qty	Rate	Total
Transport Truck		\$ 125.00	
End Dump	3.5	\$ 115.00	\$402.50
5 cy Dump Truck	1.5	\$ 65.00	\$97.50
Fuel Surcharge	0%		\$0.00

Trucking Total \$500.00

N #	4	•	
Ma	te	ria	2
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Description	Qty	Price	Total
Structural Fill	8 C	Y \$15.50	\$124.00
	· · ·	Subtotal	\$124.00
		Tax 8.265 %	\$10.25
		Material Total	\$134.25

Misc.

Description			Price	Total	
Stump Disposal	4	ea	\$200.00	\$800.00	

Misc Items Total \$800.00

Subcontractor

Description	Qty	Price	Total

Subcontractor Total \$0.00

Extra Work Subtotal \$4,812.25 15% OH & P \$721.84

 Subcontractor Work
 15%
 OH & P
 \$0.00

 3.00%
 Bond Premium
 \$166.02

Extra Work Total \$5,700.11



9/28/2021 EW # 99.04 REV 1

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson	
RE: IVGID Mountain Golf Course Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above refere	nced project.
Our scope of work includes: Rip Rap Slope Sta. 10+25 and Rock border at Sta. 11+75	
Exclusions:	
Our price for the extra work is: \$3,830.19	
Our additional time for the extra work is 1 Day	
Price is good for (30) days from the date of this proposal. Sign below to accept the extra wor	rk proposal.
S	te:
IVGID Engineering Representative	
If you have any questions call me at (775) 722-9471	

Sincerely, Troy Carson

Project Manager

F.W. Carson Co.

1064 Tahoe Blvd. Incline Village, NV 89451

Phone: (775) 831-5008 Fax: (775) 831-5068

Labor Date	Description	Hours	Rate	Total
	Superintendent	1.0	\$90.00	\$90.00
	Foreman	5.0	\$81.00	\$405.00
	Operator	8.0	\$78.00	\$624.00
	Truck Driver	2.0	\$59.00	\$118.00
	Labor	8.0	\$59.00	\$472.00
	Flaggers		\$59.00	

Labor Total \$1,709.00

Equ	ipment
-----	--------

Description	Hrs/Qty	Rate	Total
Foreman Truck / Utility Truck	5.0	\$45.00	\$225.00
Mini Excavator	8.0	\$65.00	\$520.00
Excavator (65,000#)		\$145.00	
Skid Steer		\$65.00	
Skip Loader		\$75.00	
Sheeps foot compactor		\$75.00	
Loader (45,000#)		\$138.00	
Jumping Jack / Wacker (Daily Re	ental)	\$50.00	
Viberplate Compactor (Daily Rev	ntal)	\$50.00	
Wacker (Daily Rental)		\$50.00	
Backhoe		\$75.00	
Power Broom		\$0.00	
Excavator w/ Rock Breaker		\$0.00	
	E au i	n m and Tadal	\$7.45.00

Equipment Total \$745.00

Trucking

Description	Hrs/Qty	Rate	Total
Transport Truck		\$ 125.00	
End Dump		\$ 115.00	
5 cy Dump Truck	2.0	\$ 65.00	\$130.00
Fuel Surcharge	0%		\$0.00

Trucking Total \$130.00

Description	Qty		Price	Total
Class 150-250 Rip Rap	10	ton	\$60.00	\$600.00
			Subtotal	\$600.00
			Tax 8.265 %	\$49.59
		Mate	rial Total	\$649.59
Misc.	a .			
Description	Qty		Price	Total
		<u> </u> Mi	sc Items Total	\$0.00
Subcontractor				
Description	Qty	<u> </u>	Price	Total
		Subco	ntractor Total	\$0.00
	Extr	a Wor	k Subtotal	\$3,233.59
		15%	OH & P	\$485.04
Sı	ubcontractor Work	15%	OH & P	\$0.00
	3.00%	Bond	Premium	\$111.56
	E	Extra W	Vork Total	\$3,830.19

Minutes Meeting of September 2, 2021 Page 7

Audit Committee Chairman Tulloch said that the last Audit Committee meeting was a special meeting that was to review Policy 15.1.0 and we have put together a very good recommendation. He has reached out to all of the Trustees to discuss the changes.

G. <u>CONSENT CALENDAR</u> (for possible action)

- 1. Review, discuss, and possibly authorize Additional Services Amendment #2 for the Effluent Pond Lining Project 2599SS2010 Fund: Utility; Division: Sewer; Vendor: Jacobs Engineering, Inc., in the amount of \$425,339.00 for the Effluent Pond Lining Project Phase II Pond Lining Preliminary and Final Design Professional Services, plus up to approximately 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood)
- 2. Review, discuss and possibly approve a Professional Services Contract for Public Utility Rate Study for Provision of Water and Sewer Services; Vendor: HDR Engineering, Inc.; Amount: \$74,935; Fund 200 (Utilities) (Requesting Staff Member: Director of Public Works Brad Underwood)
- 3. Review, discuss, and possibly authorize or approve a construction contract for the Mountain Golf Course Cart Path Replacement Phase I Project 3241LI2001 Fund: Community Services; Division: Mountain Golf; Vendor: F. W. Carson Co., in the amount of \$357,138.80; plus 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood)
- 4. Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2021/22, Pursuant to NRS 332.115 and Board Policy 3.1.0 (Requesting Staff Member: Director of Finance Paul Navazio)
- 5. Review, discuss, and possibly authorize a purchase contract in the amount of \$87,545.08 for the purchase of 40 Verkada Security Cameras and their associated licenses; FY2021/22 CIP Project Security Cameras (CIP#1213CE2105); Vendor: SHI; Fund: General Fund; Division: Administration Information Services (Requesting Staff Member: Director of Information Technology Mike Gove)

Minutes Meeting of September 2, 2021 Page 8

District General Counsel Nelson recommended that Staff provide clarity on each item and see how that works out and then have that discussion followed by a motion.

Director of Public Works Underwood said, regarding Consent Calendar Item G.1., in July when we came to the Board, we discussed the need to line Pond #1 in order to get a four-day work week for the pipeline work. There is no change to the scope of work. Happy to answer other specific questions. Trustee Schmitz said that the project summary needs to be updated to go to the larger pond, some deliverables were requested that weren't contained in the packet; there was final design criteria that was due in August - have you received everything and it is just not included in the packet? Director of Public Works Underwood said yes, received a draft and the cost estimate is being reviewed tomorrow. Trustee Schmitz said it is something that the Board should review prior to approving the next phase? Director of Public Works Underwood said we are trying to meet a timeline in order to get permitting and this would slow us down. He then asked what the Board's concern would be and that the cost estimate is around \$3 million. Trustee Schmitz asked if those final deliverables can be posted so the Trustees and public can see them? Director of Public Works Underwood said yes, those can be posted. Trustee Schmitz said that would be great.

Board Chairman Callicrate asked about Consent Calendar Item G.2. Trustee Schmitz said that she did read and has heard that we have been flipping back and forth between five and ten years. It is important for the scope to be clear thus she wants to make sure the language is clarified; five years or ten years? Director of Public Works Underwood said Staff is focused on the initial five years and HDR will look 10 years and that the scope that is attached is the expected scope of work. Trustee Schmitz said they will be taking into consideration all the pond lining and pipeline projects? Director of Public Works Underwood said yes, he needs to review with HDR and Granite, and then Staff will update the project summary once we have those in place.

Board Chairman Callicrate asked about Consent Calendar Item G.3. Underwood said we have competent Staff to do that part of the work and then we will have a Project Manager onboard 10/1 and then a testing firm for impaction. Schmitz said the \$40K for construction management that will not be used for internal Staff time. Underwood said no, part of that will be utilized for Staff time. Those are just budget figures for the entire project. Winquest said that is a budget number and Staff will manage and we may not spend all of that.

Board Chairman Callicrate asked about Consent Calendar Item G.4. Trustee Schmitz said that the Director of Finance received her e-mail so can you walk through those things or should she ask about those things? Director of Finance Navazio said this is about routine transaction over \$50,000 during the fiscal year. In the past, these transactions were deemed approved by the District General Manager and to ensure compliance with Board Policy and Purchasing policy, we are asking for Board approval to exceed \$50,000. Staff would be bringing a similar item forward, each year, to ensure we have proper spending authority, if approved, and that this doesn't supersede the process we have in place. Starting on agenda packet page 311 and 312, more information is included, and included are some items that are within the District General Manager's authority but they are in here for transparency. There are a couple of vendors, particularly utility providers, assumed to be approved through the adoption of the budget and that he provided, to Trustee Schmitz, those amounts. Trustee Schmitz said, for clarification, agenda packet page 308, amounts to NTE - if you go onto agenda packet pages 311 and 312, column 2021/2022 estimate is that supposed to say NTE? Director of Finance Navazio said it could say estimates of not to exceed here. Attachment A and agenda packet page 311, the purchase order within District General Manager's authority is excluded, on page agenda packet 312 as are insurance and utilities - those two groupings are to be excluded and that there are Y's and N's. Trustee Schmitz said so Attachment A is for only those items that require Board approval.

Board Chairman Callicrate asked about Consent Calendar Item G.4.; there were no questions from the Trustees.

Trustee Wong made a motion to, noting the clarifications regarding blanket purchase orders as stated by Trustee Schmitz, a motion to approve the Consent Calendar. Trustee Tonking seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

H. GENERAL BUSINESS (for possible action)

H.1. Review, discuss and possibly approve an agreement for media buying services for 2021/22; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$201,500 in paid media spending, \$10,000 in trade media spending, and up to

22-0089

FW Carson Co.

Mountain Course Cart Path Reconstruction, Phase 1 3241LI2001, 320-32-990-8120

		I					
Invoice Date	Invoice #	Change Order#	ange Order Amount	Amount Paid	Remaining	Co	ontract Price w/ COs Added
Original P.O.					\$ 357,138.80	\$	357,138.80
9/24/2021		1	\$ 10,659.67		\$ 367,798.47	\$	367,798.47
10/4/2021		2	\$ 13,120.70		\$ 380,919.17	\$	380,919.17
, ,					\$ 380,919.17	\$	380,919.17
					\$ 380,919.17	\$	380,919.17
					\$ 380,919.17	\$	380,919.17
					\$ 380,919.17	\$	380,919.17
					,		
				ф			
				\$ -			
	Total Chan		23,780.37				
		ntingency	35,700.00				
Со	ntingency R	Remaining	\$ 11,919.63				

CHANGE ORDER 02 A

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: November 8, 2021

Contract Date: September 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451 CONTRACTOR:

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 2299DI1702; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

Bid Item #6 states 192 LF of curb was to be removed.. There was and additional 303 LF of curb removed durning construction for a total of 495 LF. 303 LF*\$11.00 SF - \$3,333.00 additional. Amount added to Bid Item #6

Reason for Change Order:

The Bid Item quantity was incorrect.

Attachments (List of documents supporting this change):

Change in Contract Price:	Change in Contract Times:	
Original Contract Price: \$357,138.80	Original Contract Times: Substantial Completion:	10/15/2021
Net Changes from Previous Change Orders: \$23,780.37	Net Changes from Previous Change Orders:	
Contract Price prior to this Change Order: \$380,919.17	Contract Times prior to this Change Order: Substantial Completion:	10/22/2021
Net Increase/Decrease of this Change Order:	Net Increase/Decrease of this Change Order:	
\$3,333.00	0.5	
Contract Price with All Approved Change Orders:	Contract Times with All Approved Change Orders:	
\$384,252.17	Substantial Completion:	10/22/2021

APPROVALS:

Ву:

RECOMMENDED:

Kate S. Nelson, Digitally signed by Kate S. Nelson, PE

v: PE

Date: 2021.11.19 15:11:38 -08'00' APPROVED:

Brad B.

Digitally signed by Brad B. Underwood

Underwood Date: 2021.11.19 15:19:30 -08'00'

PROJECT MANAGER (Authorized Signature)

Date

OWNER (Authorized Signature)

Date

ACCEPTED:

F. W. CARSON Co. (Authorized Signature)

Date



11/3/2021 EW # 99.09

Change Order Request

9
IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson
RE: IVGID Mountain Golf Course Path Phase 1
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.
Our scope of work includes: Additional AC curb removal 303.36 LF per RFI #5
Exclusions:
Our price for the extra work is: \$3,333.00
Our additional time for the extra work is: 0.5 days
Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal.
Sign: Date:
IVGID Engineering Representative
If you have any questions call me at (530)214-6273
Sincerely,

Troy Carson Project Manager

CHANGE ORDER 03

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: Nov. 8, 2021 Contract Date: Sept. 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451 CONTRACTOR:

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 3241LI2001; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

Per Section 3 - Bid Form: the following means and method of work changed to include sections of pulverizing the cart path in place. Please provide updated cost changes for the following:

- 1. Bid Item #4
- 2. Bid Item #7 (Alt)

Reason for Change Order:

The cart path was constructed per Section 3 of the Specifications, Bid Form with the addition of pulverizing in place.

Attachments (List of documents supporting this change):

F. W. CARSON CO. (Authorized Signature)

Change in Contract Price:	Change in Contract Times:			
Original Contract Price: \$357,138.80	Original Contract Times: Substantial Completion: 10/15	5/2021		
Net Changes from Previous Change Orders: \$27,113.37	Net Changes from Previous Change Orders: 5			
Contract Price prior to this Change Order: \$384,252.17	Contract Times prior to this Change Order: Substantial Completion: 10/22	2/2021		
Net Increase/Decrease of this Change Order: -\$10,000.00	Net Increase/Decrease of this Change Order: 0			
Contract Price with All Approved Change Orders: \$374,252.17	Contract Times with All Approved Change Orders: Substantial Completion: 10/22	2/2021		

APPROVALS:						
RECOMMENDED:	APPROVED:					
By: 3/15/22 PROJECT MANAGER (Authorized Signature) Date	By: OWNER (Authorized Signature) Date					
ACCEPTED:						
Troy Carson Oh: C=US. Enry@Meanence.com, Oh: C=US. Enry@Meanence.com, Oh: W Carson (D. 1, Oul=V.P.*, Ch="Troy Carson" Reason I am approving this document Date: 202.203.31 7 055249-0700 Base 202.203.31 7 055249-0700						

Date

080



3/15/2022 EW# 99.12 REV 1

Change Order Request	
Incline Village G.I.D. Ph: - Fax: - Attn: Bree Waters	
RE: Mountain Golf Course Cart Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referen	aced project.
Our scope of work includes: IVGID CHANGE ORDER NO. 3 Credit for trucking, material off haul as needed, aggre on-site trucking. Revised per comments and correspondence between IVGID and Contractions.	_
Exclusions:	
Our price for the extra work is: (\$10,000) CREDIT	
Our additional time for the extra work is: N/A	
Price is good for (30) days from the date of this proposal. Sign below to accept the extra work	k proposal.
Sign:	Date:
Incline Village G.I.D. Representative	
If you have any questions call me at (530) 214-6273	
Sincerely,	
Troy Carson	
Project Manager	

F.W. Carson Co.

1064 Tahoe Blvd. Incline Village, NV 89451

Phone: (775) 831-5008 Fax: (775) 831-5068

Labor				
Date	Description	Hours	Rate	Total
	Ir.	16.0	¢01.27	Ø1 460 22
	Foreman	16.0	\$91.27	\$1,460.32
	Labor	16.0	\$62.40	\$998.40
		I	abor Total	\$2,458.72
Equipme		TT 10:	.	m
Descripti	on	Hrs/Qty	Rate	Total
	Foreman Truck / Small Tools	16.0	\$45.00	\$720.00
		Equ	ipment Total	\$720.00
Subcontr	ractor			
Descripti	on	Qty	Price	Total
Grinder		1 LS	\$8,500.00	\$8,500.00
		Subcon	tractor Total	\$8,500.00
		Extra Worl	x Subtotal	\$11,679
		15%	OH & P	\$1,752
		Extra W	ork Total	\$13,431
		LAHU W	UIII I UUII	$\psi_{1}J, IJI$

Labor Date	Description		Hours	Rate	Total
	1				
	Foreman		22.0	\$91.27	\$2,007.94
	Operator		32.0	\$75.42	\$2,413.44
	Water Truck Driver		16.0	\$59.93	\$958.88
	Labor		33.0	\$62.40	\$2,059.20
				Labor Total	\$7,439.46
Equipmen			TT (0)		
Descriptio	on		Hrs/Qty	Rate	Tota
	Foreman Truck / Utility Truck		16.0	\$45.00	\$720.00
	Mini Excavator		16.0	\$65.00	\$1,040.00
	Mini Loader		23.0	\$75.00	\$1,725.00
	Water Truck		16.0	\$67.50	\$1,080.00
			Eq	quipment Total	\$4,565.00
T					
Trucking Description	in		Hrs/Qty	Rate	Tota
End Dump			44.0	\$ 105.00	\$4,620.00
10 Wheeler			18.0	\$ 95.00	\$1,710.00
Fuel Surch		+	0%	Ψ 92.00	\$0.00
	G			Frucking Total	\$6,330.00
Materials					
Descriptio	in	Qty		Price	Tota
Disposal-			tons	\$2.00	\$584.00
Import Bas			tons	\$5.25	\$3,066.00
тирот вы		307	ions	ψ3.23	ψ3,000.00
				Subtotal	\$3,650.00
				Tax 8.265 %	\$301.67
			Mate	rial Total	\$3,951.67
Misc. Descriptio	าท	Qty		Price	Tota
	ous materials			\$29.00	\$29.00
miscerance	ns mucius	1		Ψ27.00	Ψ27.00
l			М	isc Items Total	\$29.00
			Cred	lit Subtotal	\$22,315
				~	4
			5%	OH & P	\$1,116

Change Order Total 0830,000)

CHANGE ORDER 04

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: Nov. 8, 2021 Contract Date: Sept. 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451 CONTRACTOR:

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 3241LI2001; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

2,757.60 SF of additional paving was done from Sta. 0+00 to 19+56 per Bid Item #5.

Reason for Change Order:

The Bid Item quantity did not reflect the paving that was needed in the field as directed by DPW Staff. DPW Staff verified the addition square footage calculation in the field.

Attachments (List of documents supporting this change):

Change in Contract Price:	Change in Contract Times:
Original Contract Price: \$357,138.80	Original Contract Times: Substantial Completion: 10/15/2021
Net Changes from Previous Change Orders: \$17,113.37	Net Changes from Previous Change Orders: 5
Contract Price prior to this Change Order: \$374,252.17	Contract Times prior to this Change Order: Substantial Completion: 10/22/2021
Net Increase/Decrease of this Change Order: \$28,127.52	Net Increase/Decrease of this Change Order:
Contract Price with All Approved Change Orders: \$402,379.69	Contract Times with All Approved Change Orders: Substantial Completion: 10/26/2021

APPROVALS:

RECOMMENDED:	APPROVED:
--------------	-----------

3/14/22 B

PRØJECT MANAGER (Authorized Signature) Date OWNER (Authorized Signature) Date

ACCEPTED:

Troy Carson

Digitally signed by Troy Carson

DN: 0=US, E=troy@twcarson.co.com, 0="F.W
Carson Co.", 0U="Y.P.", CN="Troy Carson"
Reason: I am approving this document

Date: 202.03.17 06.055.407000

F. W. CARSON CO. (Authorized Signature)

Date



11/5/2021 EW # 99.11

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson
RE: IVGID Mountain Golf Course Path Phase 1
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.
Our scope of work includes: Bid Item quantity bust, additional SF Bid Item 4 & 5. Plan sheets C2.1-C2.4 existing and proposed limits of removal, subgrade, base section and paving sections plan quantities exceed the bid quantities. 2757.60 SF
Exclusions:
Our price for the extra work is: \$28,127.52
Our additional time for the extra work is 2 days
Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal.
Sign: Date:
IVGID Engineering Representative
If you have any questions call me at (530)214-6273
Sincerely,

Troy Carson

Project Manager

085

CHANGE ORDER 05

Mountain Golf Course Cart Path Restoration, Phase 1

Date of Issuance: Nov. 8, 2021 Contract Date: Sept. 3, 2021

OWNER:

Incline Village General Improvement District 1220 Sweetwater Road Incline Village, Nevada 89451 **CONTRACTOR:**

F. W. Carson Co. 1064 Tahoe Blvd. Incline Village, Nevada 89451

CONTRACT NO.: 3241LI2001; PO 22-0089

You are directed to make the following changes in the Contract Documents:

Description:

Sta. 35+97-40+58= 461 LF x 8 FT = 3,688 SF. Remove full section. Bid Alt. Item #8 and Bid Alt. Item #10 will no longer apply to this area of work. Work to be payable by Bid Alt. Item #7 and Bid Alt Item #9.

Reason for Change Order:

The plans and specifications included Bid Alt. Item #8 and Bid Alt #10, which was to only remove the existing A/C and replace with new A/C. However, when the AC was removed, there was no existing base to build on as intended. Therefore Bid Alt. Item #8 and Bid Alt. Item #10 went to \$0 and Bid Alt. Item #7 and Bid Alt. #9 were increased by 3,688 SF.

Attachments (List of documents supporting this change):

Contractor's Change Order Request dated November 9, 2021.

Change in Contract Price:	Change in Contract Times:				
Original Contract Price:	Original Contract Times:				
\$357,138.80	Substantial Completion:	10/15/2021			
Net Changes from Previous Change Orders:	Net Changes from Previous Change Orders:				
\$45,240.89	7				
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:				
\$402,379.69	Substantial Completion:	10/22/2021			
Net Increase/Decrease of this Change Order:	Net Increase/Decrease of this Change Order:				
\$12,539.20	2				
Contract Price with All Approved Change Orders:	Contract Times with All Approved Change Orders:	_			
\$414,918.89	Substantial Completion:				

APPROVALS:

RECOMMENDED: APPROVED:

3/14/22 By:

ROJECT MANAGER (Authorized Signature)

Date

OWNER (Authorized Signature)

ACCEPTED:

Troy Carson C. CHIS, Estroy@kearson.com, CF-W Carson Co. **OU=*V.P.**, CN=*Troy Carson **O. **OU=*V.P.**, CN=*Troy Carson **Reason: I am approving this documen Date: 2022.03.17 06.08.35-0/700′

F. W. CARSON CO. (Authorized Signature)

Date

Date



11/9/2021 EW # 99.05 REV 2

Change Order Request

IVGID Engineering Ph: (775) 832-1274 Fax: - Attn: Kate Nelson	
RE: IVGID Mountain Golf Course Path Phase 1	
F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced proje	ct.
Our scope of work includes: Per RFI#1 and email from Kate Nelson9/29/21 Sta. 35+97-40+58= 3688 SF. Remove existing AC, remove existing 2" base material (out of spec), remove additional 2" subgrade, add 4" new base, pave 3" AC. Units based off Alternate bid items 7-10. Bid items 8 & 10 will no longer apply to the area of work. work to be payable by bid item 7 & 9. Exclusions:	
Our price for the extra work is: \$12,539.20	
Our additional time for the extra work is 2 Days	
Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal	1.
Sign:	
IVGID Engineering Representative	
If you have any questions call me at (530)214-6273	
Sincerely,	

Troy Carson

SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT PAGE ONE OF TWO PAGES APPLICATION NO: 1 TO OWNER: Distribution to: PROJECT: Mountain Golf Incline Village G. I. D., Engineering Dept. Course Cart Path Restoration. OWNER Phase 1 1220 Sweetwater Road, Incline Village, NV ARCHITECT 775-832-1267 PERIOD TO 11/1/2021 CONTRACTOR **ENGINEER** P.O. Number 22-0089 FROM CONTRACTOR: F W Carson Co. CIP Number 3241LI1903 1064 Tahoe Blvd. PWP WA-2021-355 Incline Village NV 89451 CONTRACT DATE: September 3, 2021 CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and 1. ORIGINAL CONTRACT SUM 357,138.80 payments received from the Owner, and that current payment shown herein is now due. 2. Net change by Change Orders 27,113.37 3. CHANGE IN UNIT PRICE QUANTITIES CONTRACTOR: 4. CONTRACT SUM TO DATE (Line 1 ± 3) 384,252.17 5. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 238,616.97 Date: 11/29/21 6. RETAINAGE: 2.5 5,965.42 (Column D + E on G703) (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703) 5,965.42 ENGINEER'S CERTIFICATE FOR PAYMENT 232,651.55 7. TOTAL EARNED LESS RETAINAGE (Line 5 Less Line 6 Total) In accordance with the Contract Documents, based on on-site observations and the data 8. LESS PREVIOUS CERTIFICATES FOR comprising the application, the Engineer certifies to the Owner that to the best of the PAYMENT (Line 6 from prior Certificate) Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor 232,651.55 9. CURRENT PAYMENT DUE is entitled to payment of the AMOUNT CERTIFIED. \$ 232,651.55 10. BALANCE TO FINISH, INCL. RETAINAGE 151,600.62 (Line 4 less Line 7) CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Total changes approved in previous months by Application and onthe Consinuation Sheet that are changed to conform with the amount certified.) OWNER: \$ OWNER: Date: 11/29/21 \$ Total approved this Month: 27,113.37 By: 27,113.37 \$ This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the TOTALS: Contractor named herein. Issuance, payment and acceptance of payment are without NET CHANGES by Change Order: \\$ prejudice to any rights of the Owner or Contractor under this Contract. 27,113.37

Pay App #1			T	I	т—	***************************************
Bid Item	Description	Unit	Quantity	Unit Price	٦	otal Cost
1	Mobilization/Demobilization	LS	1	\$ 25,000.00	\$	25,000.00
2	Pre-construction Video (1 LS)	LS	1	\$ 1,900.00	\$	1,900.00
3	Temporary Erosion Control (1 LS)	LS	1	\$ 10,200.00	\$	10,200.00
4	Full Depth AC Pavement & Base Removal (15,320 SF)	SF	-	\$ 4.30	\$	-
5	New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) (15,320 SF)	SF	15,320	\$ 5.90	\$	90,388.00
6	Remove AC Curb (192 LF)	LF	192	\$ 11.00	\$	2,112.00
7	AC Curb (402 LF)	LF	402	\$ 21.00	\$	8,442.00
Bid Alt. 7	Full Depth AC Pavement & Base Removal ALT (12,888 SF)	SF	-	\$ 4.30	\$	-
8	Remove Asphalt Surface ALT (3,688 SF)	SF	-	\$ 2.80	\$	-
9	New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (12,888 SF)	SF	12,888	\$ 5.70	\$	73,461.60
10	New 3" Asphalt Surface ALT (3,688 SF)	SF	-	\$ 3.80	\$	
	Т	otal			\$:	211,503.60
Change						
Order#	Change Orders					
CO #1	PO 22-0089 Over-excavate per RFI #2 FWC 99.01	LS			\$	10,659.67
	PO 22-0089 R&R 352 sf pathway FWC 99.02, Stump removal FWC 99.03, Riprap				Ť	
CO #2	and Rock border FWC 99.04 REV 1	LS			\$	13,120.70
CO #2A	PO 22-0089 Extra 303 LF of Curb Removal FWC 99.09	LF	303	11	\$	3,333.00
	Change Order To	otal			\$	27,113.37
	Pay App #1 T	otal			\$:	238,616.97

57,780.09

NET CHANGES by Change Order:

Contractor named herein. Issuance, payment and acceptance of payment are without

prejudice to any rights of the Owner or Contractor under this Contract.

1 Mobilization/Demobilization	Pay App #1						
Pre-construction Video (1 LS)	Bid Item	Description	Unit	Quantity	Unit Price		Total Cost
3 Temporary Erosion Control (1 LS)	1	Mobilization/Demobilization	LS	1	\$ 25,000.	00 \$	25,000.0
4 Full Depth AC Pavement & Base Removal (15,320 SF) S - S 4.30 S	2	Pre-construction Video (1 LS)	LS	1	\$ 1,900.	00 \$	1,900.0
S New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) (15,320 5F) 6 Remove AC Curb (192 LF) 7 AC Curb (192 LF) 1 192 5 11.00 5 7 AC Curb (192 LF) 1 193 5 11.00 5 7 AC Curb (192 LF) 1 194 5 21.00 5 8 Bid Alt. 7 Full Depth AC Pavement & Base Removal ALT (12,888 SF) 8 F - \$ 4.30 5 8 Bid Alt. 8 Remove Asphalts Surface ALT (15,688 SF) 8 F - \$ 2.80 5 8 Bid Alt. 9 New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (12,888 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) 8 CO #2 PO 22-0089 Extra 303 LF of Curb Removal FWC 99.03 , Riprap and Rock border FWC 99.04 REV 1 LS STORE STANDARD STAND	3	Temporary Erosion Control (1 LS)	LS	1	\$ 10,200.	00 \$	10,200.0
6 Remove AC Curb (192 LF)	4	Full Depth AC Pavement & Base Removal (15,320 SF)	SF	-	\$ 4.	30 \$	-
A C Curb (402 LF)	5	New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) (15,320 SF)	SF	15,320	\$ 5.	90 \$	90,388.0
Bid Alt. 7	6	Remove AC Curb (192 LF)	LF	192	\$ 11.	00 \$	2,112.0
Bid Alt. 9 Remove Asphalt Surface ALT (3.688 SF) \$ 2.80 \$ 5 Bid Alt. 9 New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (12,888 SF) SF 12,888 \$ 5.70 \$ 5 Bid Alt. 10 New 3" Asphalt Surface ALT (3.688 SF) Bid Alt. 10 New 3" Asphalt Surface ALT (3.688 SF) Bid Alt. 10 New 3" Asphalt Surface ALT (3.688 SF) Bid Item Total SF 12,888 \$ 5.70 \$ 5 \$ 2 \$ 5 \$ 3.80 \$ 5	7	AC Curb (402 LF)	LF	402	\$ 21.	00 \$	8,442.0
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Bild Alt. 10 New 3" Asphalt Surface ALT (3,688 SF)	Bid Alt. 8	Remove Asphalt Surface ALT (3,688 SF)	SF	-			
Change Order # Change Orders CO #1 PO 22-0089 Over-exevate per RFI #2 FWC 99.01 LS S S S S CO #2 PO 22-0089 R&R 352 sf pathway FWC 99.02, Stump removal FWC 99.03 , Riprap and Rock border FWC 99.04 REV 1 LS S S S S S S S S	Bid Alt. 9	New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (12,888 SF)	SF	12,888	\$ 5.	70 \$	73,461.6
Change Order # Change Orders CO #1 PO 22-0089 Over-excavate per RFI #2 FWC 99.01 IS S S CO #2 PO 22-0089 R&R 352 sf pathway FWC 99.02, Stump removal FWC 99.03 , Riprap and Rock border FWC 99.04 REV 1 IS S CO #2 PO 22-0089 Extra 303 IF of Curb Removal FWC 99.09 REV 29.09 IIF 303 II S Change Order Total IF 303 II S Change Order Total IF 303 II S Change Order Total IF 303 II S Total Work Completed S Pay App 1 Total S Pay App 1 Total IF S Cary App #2 Sold Item Description Description Unit Quantity Unit Price IF S Bid Alt. 7 Full Depth AC Pavement & Base Removal (15,320 SF) S Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) S Bid Alt. 10 New 3" Asphalt Surface ALT (3,688 SF) S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction Bid Item Total IF S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) S Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction S Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction S Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) S Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method of Construction S CO #4 PO 22-0089 IVGID CO #3 - Change of Method	Bid Alt. 10	New 3" Asphalt Surface ALT (3,688 SF)	SF	-	\$ 3.	30 \$	-
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Bid Item Description Unit Quantity Unit Price Tota		Pay App 1 Total				\$	232,651.5
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CO #3 PO 22-0089 IVGID CO #3 - Change of Method of Construction CO #4 PO 22-0089 2758 additional SF cart path. FWC 99.11 SF 2757.6 \$ 10.20 \$ CO #5 PO 22-0089 3688 SF full section remove and replace FWC 99.05 REV 2 Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) Bid Alt. 9- New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (3,688SF) Change Order Total Total Work Completed \$ 1 Return of Retention Held (2.5%)		Bid Item Total				\$	121,294.4
CO #4 PO 22-0089 2758 additional SF cart path. FWC 99.11 SF 2757.6 \$ 10.20 \$ CO #5 PO 22-0089 3688 SF full section remove and replace FWC 99.05 REV 2 Bid Alt. 7 - Full Depth AC Pavement & Base Removal ALT (3,688 SF) SF 3,688 \$ 4.30 \$ Bid Alt. 9- New Full-Depth AC Pavement Section (3"AC, 4" type 2 Base) ALT (3,688SF) SF 3,688 \$ 5.70 \$ Change Order Total \$ Total Work Completed \$ 1 Return of Retention Held (2.5%) \$	Change Order #	Change Orders					
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Change Order Total \$ Total Work Completed \$ 1 Return of Retention Held (2.5%) \$			SF			70 \$	21,021.6
Return of Retention Held (2.5%) \$						\$	
		Total Work Completed				\$	176,301.9
Pay App 2 Total \$ 1		Return of Retention Held (2.5%)				\$	
		Pay App 2 Total				\$	182,267.3

AMENDMENT 2 TO SHORT FORM AGREEMENT DATED MARCH 11, 2021 BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND LUMOS & ASSOCIATES, INC.

This Amendment 2 to the Short Form Agreement dated March 11, 2021 ("Amendment") is made and entered into as of date by and between the Incline Village General Improvement District ("District") and Lumos & Associates, Inc., a domestic corporation ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

- A. <u>Original Agreement</u>. On March 11, 2021, the Parties entered into a Short Form Agreement for professional services for design of Phase 1, and on October 1, 2021, Amendment 1 for design of Phases 2 and 3 of the Mountain Golf Course Cart Path Reconstruction Project ("Original Agreement"), which are incorporated herein by reference as if fully set forth herein.
- B. <u>Amendment Purpose</u>. District and Consultant wish to amend the Original Agreement to include a cost deduction of current design work (Phase 2 and Phase 3).

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. <u>Compensation</u>: Consultant has authorized a \$12,300 deduction from design services on the contract for design of Phases 2 and 3 of the Mountain Golf Course cart path reconstruction project.
- 3. <u>Continuing Effect of Agreement</u>. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 4. <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. <u>Severability</u>. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER: INCLINE VILLAGE G. I. D. Agreed to:	CONTRACTOR: Lumos & Associates, Inc. Agreed to:
Ву:	Ву:
Brad B. Underwood, P. E. Director of Public Works	Signature of Authorized Agent
	Print or Type Name and Title
 Date	 Date
Reviewed as to Form:	
Joshua Nelson	If Contractor is a corporation, attach
District General Counsel	evidence of authority to sign.
Date	

Attachment D



Project Summary

Project Number: 3241LI2001

Title: Mountain Golf Cart Path Replacement

Project Type: D - Capital Improvement - Existing Facilities

Division: 41 - Mountain Operations

Budget Year: 2022

Finance Option:

Asset Type: LI - Land Improvements

Active: Yes

Project Description

The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to 110,000 square feet of pavement. In addition, there are approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various points each year based on areas of greatest need and within the allotted budget. Due to issues of the base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed. A design consultant has completed a review of the cart paths and provided recommendations for replacement. In accordance with the recommendation, the cart paths will be reconstructed in a multi-phase, multi-year manner to minimize impacts to users of the facility.

Project Internal Staff

Engineering staff will contract with outside civil and geotechnical engineering firms to provide support as necessary throughout the design. The project will be publically bid and constructed by a licensed contractor.

Project Justification

Cart paths are to the point where yearly replacement of faulty areas no longer makes financial sense. Condition of paths has become a nuisance for golfers and not within District standards. The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long-term utility services and recreation activities. Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

Forecast				
Budget Year		Total Expense	Total Revenue	Difference
2022				
Construction		405,000	0	405,000
Construction Manageme	ent	40,000	0	40,000
Construction Reserves		40,000	0	40,000
Design, Permit Fees, an Internal Services	nd	65,000	0	65,000
Year	Total	550,000	0	550,000
2023				
Construction		405,000	0	405,000
Construction Manageme	ent	40,000	0	40,000
Construction Reserves		40,000	0	40,000
Design, Permit Fees, an Internal Services	nd _	65,000	0	65,000
Year	Total	550,000	0	550,000
2024				
Construction		405,000	0	405,000
Construction Manageme	ent	40,000	0	40,000
Construction Reserves		40,000	0	40,000
Design, Permit Fees, an Internal Services	nd	65,000	0	65,000
Year	Total	550,000	0	550,000
		1,650,000	0	1,650,000
Year Identified	Sta	rt Date	Est. Complet	ion Date
2020	Jul	1, 2020	Jun 30, 2	2023

<u>MEMORANDUM</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Brad Underwood, P.E.

Director of Public Works

SUBJECT: Approve Amendment 5 for additional Architectural

Services associated with the Recreation Center Men's and Women's Locker Room Remodel Project: 4899FF1202 – Fund: Community Services; Division: Recreation; Vendor: Ward-Young Architecture, in the

amount of \$34,750; plus 10% contingency.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 - Assets and

Infrastructure

DATE: March 30, 2022

I. <u>RECOMMENDATION</u>

That the Board of Trustees makes a motion to:

- 1. Approve Contract Amendment 5 for additional architectural services associated with the Recreation Center Men's and Women's Locker Room Remodel Project 4899FF1202 Fund: Community Services; Division: Recreation; Vendor: Ward-Young Architecture, in the amount of \$34,750.
- 2. Authorize \$3,475 in contingency to account for unforeseen conditions, and authorize Staff to expend up to this amount if needed.
- 3. Authorize Staff to execute Amendment 5 based on a review by General Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation venues, facilities and services.

• Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

Approve Amendment 5 for Additional Architectural Services associated with the Recreation Center Men's and Women's Locker Room Remodel Project: 4899FF1202 – Fund: Community Services; Division: Recreation; Vendor: Ward-Young Architecture, in the amount of \$34,750; plus 10% contingency.

- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.
- Community Services Master Plan Top Tier Recommendation

III. BACKGROUND

This project is a FY 2020/2021 Capital Improvement Project consisting of remodel to the downstairs men's and women's locker rooms at the District's Recreation Center. The existing locker rooms are original to the building and are reaching their useful life of 30+ years. Proposed improvements will include new tile, fixtures, and lockers with integrated security systems, as well as modifications to comply with current ADA Building and Fire codes. Ward-Young Architecture was hired in August, 2020, to complete the design and permitting.

In August, 2020, Amendment 1 was approved, adding design services for the Recreation Center's upstairs lobby restrooms.

Amendment 2 was created in April, 2021, for the Locker Room project, to add bidding and administrative assistance during project construction. At this time, supply chain delays in acquiring materials for the Lobby Restrooms project pushed its start date into October, 2021. The Locker Room project was put on hold so as to not impact the Recreation Center during the busy winter season. Amendment 2 was never approved.

Amendment 3 was approved in May, 2021, for the Lobby Restrooms project, to add bidding and administrative assistance during project construction.

Amendment 4 was approved in June, 2021, for the Locker Room project, to cover increased interior design services requested by the Board, creating material design boards for review and incorporating the resulting design changes into the bid documents.

A Final Design meeting was held on February 15, 2022 with the architect, IVGID Trustee Schmitz, and Engineering and Recreation staff. Specified design materials, including counter tops, lockers, partitions and ceiling tiles, were reviewed and incorporated into the bid documents.

The requested Amendment 5 is to provide for value engineering of locker placement/removal, adjustment of vanity, mirror, baby changing locations to improve flow, and bidding and administrative assistance during project construction.

Approve Amendment 5 for Additional Architectural Services associated with the Recreation Center Men's and Women's Locker Room Remodel Project: 4899FF1202 – Fund: Community Services; Division: Recreation; Vendor: Ward-Young Architecture, in the amount of \$34,750; plus 10% contingency.

The Locker Room project is currently out to bid.

A mandatory pre-bid meeting was held on March 10 with three contractors in attendance, and bids are due on March 22. One Addendum, clarifying locker finishes, work sequence, access and staging, was issued on March 16, 2022.

In accordance with Board Policy 3.1.0., 0.15, Consent Calendar, this item is included on the Consent Calendar, as it is routine business of the District and within the currently approved District Budget.

IV. <u>BID RESULTS</u>

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute 332.115.

V. FINANCIAL IMPACT AND BUDGET

The Recreation Center Locker Room Remodel Project (CIP 4899FF1202) is included in the FY 2021-22 CIP Budget, with a total project budget of \$780,000 (Attachment B). Sufficient funds are available in the project account to cover the cost of Amendment 5 (\$34,750) and the recommended contingency (\$3,475).

The following table outlines the Architect's contract fees for both the Recreation Center Lobby Restrooms and the downstairs Locker Room Remodel projects.

Contract	Fee
Original Short Form Agreement for architectural services on the Locker Room Project, only.	\$40,222
Amendment 1 added architectural services for the Lobby Restrooms Project.	\$16,237
Amendment 2, not used; Locker Room Project put on hold.	0
Amendment 3, Lobby Restrooms Project; bidding and administrative assistance during project construction.	\$20,487
Amendment 4, Locker Rooms; increased interior design services	\$17,000
Draft Amendment 5, Locker Rooms; value engineering, bidding and administrative assistance during project construction.	\$34,750
Total Contract, Lobby Restrooms and Locker Room Remodel projects	\$128,696

-4

VI. <u>ALTERNATIVES</u>

amount of \$34,750; plus 10% contingency.

Do not approve this Addendum request and put the project on hold.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

- A Draft Amendment 5 with Ward Young Architects
- B CIP 4899FF1202 Data Sheet

Amendment 5 to SHORT FORM AGREEMENT dated August 20, 2020 between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT and WARD-YOUNG ARCHITECTS for PROFESSIONAL SERVICES

This Amendment No. 5 to the Short Form Agreement dated August 20, 2020 ("Amendment") is made and entered into as of date by and between the Incline Village General Improvement District ("District") and Ward-Young Architects, a California corporation ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

- A. <u>Original Agreement</u>. On August 20, 2020, the Parties have entered into a Short Form Agreement for design of the Recreation Center Locker Room Remodel project ("Original Agreement"), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. <u>Amendment Purpose</u>. District and Consultant wish to amend the Original Agreement to include additional District-requested design changes, bidding and construction administration. Architectural services are fully described in Attachment A, Consultant's construction phase services proposal dated March 11, 2022 ("Additional Services").

Amendment

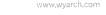
Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. <u>Services</u>. In exchange for the additional Compensation set forth below, Contractor shall provide the Additional Services under the schedule set forth in Attachment A as applicable. Except as otherwise provided in this Amendment, the Additional Services shall be included with the scope of the Services under the Agreement.
- 3. <u>Compensation</u>: Amount of Compensation for this Amendment will be Thirty-Four Thousand Seven Hundred Fifty Dollars (\$34,750), with payment to Contractor per Article 6 of the Original Agreement.
- 4. <u>Continuing Effect of Agreement</u>. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 5. <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations

they have undertaken pursuant to this Amendment.

6. <u>Severability</u>. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER: INCLINE VILLAGE G. I. D. Agreed to:	CONTRACTOR: Ward Young Architecture Agreed to:
Ву:	Ву:
Brad B. Underwood, P. E. Director of Public Works	Signature of Authorized Agent
	Print or Type Name and Title
Date	 Date
Reviewed as to Form:	
Joshua Nelson	If Contractor is a corporation, attach
District General Counsel	evidence of authority to sign.
Data	
Date	



ATTACHMENT A



TIM WARD, Architect, A.I.A.

DON FULDA, Architect, A.I.A.

MIKE MUSSANO, Architect, A.I.A.

TED BROBST, Architect

RON LARKINS, Architect

Principal

Principal

Principal

Principal

Sr. Associate

LARRY YOUNG, Architect, A.I.A., A.I.C.P.
Principal
ROBERT HECK, Architect, A.I.A.

March 11, 2022

Mrs. Bree Waters
District Project Manager
IVGID
Incline Village, NV

Re:

IVGID Locker Room Project

Architectural Services Amendment #5

Locker Room Remodel Construction Phase Services

Dear Bree.

This amendment provides for increased architectural services to include owner requested design changes, bidding, and construction administration to the services described in the Short Form Design Agreement, dated August 20, 2020, for the Alteration and Remodel of the Locker Rooms at the IVGID Recreation Center.

Architectural Services for the project will now include bidding and construction phases as previously described as Additional Services in Attachment A, dated August 12, 2020. Services will also include revising the permit drawings to reflect changes requested at the 2/8/2022 project meeting, preparation of materials sample board and rendering of changes, and resubmittal of the bid drawings to the building department. These budgets are based on projected time involvement for both Ward-Young Architects and the mechanical, plumbing, and electrical engineers.

Schedule:

Services to be provided through the completion of the construction phase in October 2022.

Compensation:

Increase the total design fee estimate by \$34,750 to include these services and as described in Attachment A, dated August 12, 2020, will be invoiced on a Time and Expense Basis in accordance with the original agreement. These fees can be roughly broken down as follows:

Drawing changes, color board, and permit resubmittal	\$ 12,100
Bidding and Construction Phase	\$ 22,650
Total amendment #1 Estimate	\$ 34,750

Sincerely,

WARD-YOUNG ARCHITECTS

a California corporation

Ron Larkins, Architect #8374

Principal



Project Summary

Project Number: 4899FF1202

Title: Rec Center Locker Room Improvements

Project Type: D - Capital Improvement - Existing Facilities

Division: 99 - Rec. Admin.

Budget Year: 2021

Finance Option:

Asset Type: FF - Furniture and Fixtures

Active: Yes

Project Description

Renovate men's and women's locker rooms at the Rec Center. Improvements will include new tile, fixtures, lockers, ceiling tile, etc.

Project Internal Staff

Engineering staff will select an Architect to prepare construction documents for proposed improvements. During design, Rec Center staff will provide feedback on proposed designs. Construction to be completed by a licensed contractor. Construction management to be provided by Architect and IVGID staff.

Project Justification

The locker rooms are showing their age and have fallen below IVGID's standard of service. Lockers to be replaced by modern units with an integrated security system for safety and ease of use. The new material should be designed to last many years, be easier to clean, and prevent rusting and mold/smell in the facility. The built-in locking/security system advantage is that it prevents vandalism and theft of members/guests' personal items as they do not have to remember their own lock. New tile and fixtures will help modernize the facility.

Potential funding source: included in annual budget depreciation that sets user fees and Rec Fee allotment.

Forecast				
Budget Year		Total Expense	Total Revenue	Difference
2021				
Design		60,000	0	60,000
Ye	ar Total	60,000	0	60,000
2022				
Construction Manager	ment	60,000	0	60,000
Construction Reserves	S	60,000	0	60,000
Placeholder - Construc	ction	600,000	0	600,000
Ye	ar Total	720,000	0	720,000
		780,000	0	780,000
Year Identified	Sta	art Date	Est. Complet	ion Date
2021				

<u>MEMORANDUM</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Kate Nelson, P.E. & WRS

Engineering Manager

SUBJECT: Award a cost increase Amendment to the Emergency

Construction Contract for Reconstruction of Sewer Pump Station 13 – Fund: Utilities; Vendor: Burt & Burt Inc., in the amount of \$8,467, plus a 10% contingency of \$850,

for a total of \$9,317.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and

Infrastructure

DATE: March 30, 2022

I. <u>RECOMMENDATION</u>

That the Board of Trustees makes a motion to:

- 1. Award a cost increase Amendment to the Emergency Construction Contract for Reconstruction of Sewer Pump Station 13 Fund: Utilities; Vendor: Burt and Burt, Inc., in the amount of \$8,467.00, plus a 10% contingency of \$850, for a total of \$9,317.
- 2. Authorize Staff to execute the Contract Amendment.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

On Sunday, February 21, 2021 at 10:00 a.m. a vehicle crashed into Sewer Pump Station (SPS) 13, destroying all of the electrical control panels and power box. A repair was made the next day by San Joaquin Electric (SJE) to provide temporary power to one of the pumps at the sewer station. Separate contracts for permanent repairs with SJE (\$89,500) and Burt & Burt, Inc. (\$12,000) were approved by the Board for the permanent repairs on March 24, 2021. SJE was to provide and install a new electrical control panel and power box. While Burt & Burt was to complete the required demo work, re-pour the concrete pad, install bollards, and replace the damaged shade structure.

-2-

Due to the anticipated long lead times, SJE ordered the electrical switchgear shortly after the approval of their proposal. Submittals for the electrical gear were received July 2021 and the order was placed. Due to actual supply chain issues, the electrical gear was not delivered to SJE until November 2021. SJE assembled the gear and it is ready for installation.

Since receiving Burt & Burt's proposal in March of 2021, cost of materials, labor, and fuel have greatly increased. As part of the design process, it was determined that NV Energy requirements have changed since SPS 13 was first installed. The additional increase in Burt & Burt's contract not only reflects the inflationary increases in materials, labor, and fuel but also covers the additional requirements by NV Energy. IVGID received an updated proposal from Burt & Burt on March 8, 2022 with a total increase of \$8,467 (Attachment A). Upon Board of Trustees approval, Staff will issue a notice to proceed to Burt & Burt to facilitate the required repairs.

IVGID Staff have been working with our insurance company to ensure a claim for this work can be processed.

As stated above, the temporary repair to SPS 13 only provides power to one (1) pump. Standard operating procedures ensure that pump stations operate utilizing two pumps to prevent sewer overflows. Due to SPS 13's location, if a sewer overflow were to occur, it is highly probable that raw sewage would enter Lake Tahoe. The planned repairs will return the pump station to normal operation.





IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 338.001 as described in subsection (b) Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public.

V. FINANCIAL IMPACT AND BUDGET

The table below presents the anticipated expenditures for reconstruction of SPS 13.

Task	Cost
San Joaquin Electric	\$89,500
Burt and Burt, Inc.	\$12,000
Burt & Burt cost increase plus 10% contingency	\$9,317
IVGID staff expenses incurred through 3/11/22	\$29,411
Anticipated additional IVGID staff expenses	\$7,500
SPS 13 Reconstruction Total	\$147,728

Staff will use existing appropriations pending anticipated reimbursement from the insurance claim.

VI. <u>ALTERNATIVES</u>

None proposed.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

• Attachment A – Amendment 1; Burt and Burt, Inc.

AMENDMENT NO. 1 TO SHORT FORM AGREEMENT DATED APRIL 30, 2021 BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND BURT & BURT, INC.

This Amendment No1 to the Short Form Agreement dated April 30, 2021 ("Amendment") is made and entered into as of date by and between the Incline Village General Improvement District ("District") and Burt & Burt, Inc., a domestic corporation ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

- A. <u>Original Agreement</u>. On April 30, 2021, the Parties have entered into Short Form Agreement for emergency repairs to the District's Sewer Pump Station 13 ("Original Agreement"), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. <u>Amendment Purpose</u>. District and Consultant wish to amend the Original Agreement to include a cost increase for the work to reflect inflationary increases in materials, labor and fuel, and also cover the cost of additional requirements made by NV Energy.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. <u>Compensation</u>: Amount of Compensation for this Amendment will be Eight Thousand Four Hundred Sixty-Seven Dollars (\$8,467.00), with payment to Contractor per Article 6 of the Original Agreement.
- 3. <u>Continuing Effect of Agreement</u>. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 4. <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. <u>Severability</u>. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER: INCLINE VILLAGE G. I. D. Agreed to:	CONTRACTOR: Burt & Burt, Inc. Agreed to:
Ву:	Ву:
Brad B. Underwood, P. E. Director of Public Works	Signature of Authorized Agent
	Print or Type Name and Title
Date	Date
Reviewed as to Form:	
Joshua Nelson	If Contractor is a corporation, attach
District General Counsel	evidence of authority to sign.
Date	-

BURT & BURT, INC.

IVGID Sewer Pump Station #13 Repair Proposal

	Materials	Equipment	Labor Trade	Labor Hours	Labor Rate	Labor Total Cost
tem of Work	Materials	Equipment				
2. C	\$390	\$615	Laborer	10	\$75	\$750
Demo Existing Roof Structure & Concrete Pad (\$2,505)	7330		Laborer	10	\$75	\$750
(40, 400)	\$1,040	\$315	Laborer	6	\$94	\$564
Form and Pour New Concrete Pad Base (\$2,483)	\$1,040	7313	Laborer	6	\$94	\$564
	ć4 200	\$315	Laborer	5	\$94	\$470
Backfill 3/4" Base & Compact (\$2,455)	\$1,200	3313	Laborer	5	\$94	\$470
	44 600	¢31E	Laborer	7	\$94	\$658
Roof Structure Concrete Footings (\$3,231)	\$1,600	\$315	Laborer	7	\$94	\$658
	62.040	\$620	Laborer	3	\$94	\$282
Roof Steel Material & Welding (\$5,442)	\$3,840	\$020	Welder	4	\$175	\$700
- L. L. b Cleanup (\$2.019)		\$1,029	Laborer	10	\$90	\$900
Service Truck, Labor, Cleanup (\$2,019)	\$2,480	\$720	Laborer	13	\$94	\$1,222
Install electrical pull box and conduits (\$4,422)	otals \$10,550					\$7,988

Total Estimate Based On Time & Material

\$22,467

Already paid for demo work

\$2,505

Remaining to be paid upon completion of work

\$19,962

Note: Invoices provided to IVGID for all materials to meet insurance requirements

Signed:

Date: Warch & Zozz

Print:

Date: 3-8-2022

Proposal Accepted by IVGID

111

<u>M E M O R A N D U M</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Mike Gove

Director of Information Systems & Technology

SUBJECT: Approve Staff to execute Dell quote # 3000113905461.3 for

the one time purchase of 6 Dell Network Devices to be charged to the budgeted and approved Fiscal Year 2021/2022 CIP Project# 1213CE2102 for the not to exceed amount of

\$70,472.06.

DISTRICT STRATEGIC PLAN: Long Range Principle #5 – Assets and

Infrastructure

DATE: March 21, 2022

I. <u>RECOMMENDATION</u>

Approve Staff to execute Dell quote # 3000113905461.3 for the one time purchase of 6 Dell Network Devices to be charged to the budgeted and approved Fiscal Year 2021/2022 CIP Project# 1213CE2102 for the not to exceed amount of \$70,472.06.

II. BACKGROUND

This purchase is for the replacement of current end of life network devices that operate the core backbone of the District's local and wide area networks. The devices currently in place were purchased and placed in service in October of 2014. The recommended useful life of a critical network component such as these is between 5 and 8 years. The current hardware's operating software is "version locked" and is 4 release cycles behind the currently supported and implemented operating software.

The estimated arrival date in the quote for this hardware is October of 2022. At that time, Staff will work with Dell Network Engineers to transition and translate the configuration files from the current hardware to the new hardware.

Approve Staff to execute Dell quote # 3000113905461.3 -2for the one-time purchase of 6 Dell Network Devices to be
charged to the budgeted and approved Fiscal Year 2021/
2022 CIP Project# 1213CE2102 for the not to exceed amount of \$70,472.06.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute 332.115.

IV. FINANCIAL IMPACT AND BUDGET

This purchase is outlined in the approved Fiscal Year 2021/2022 CIP budget Project# 1213CE2102. The data sheet for the project is attached to this memo. These devices are critical to the District's digital processes and operations. Any downtime from these devices would heavily impact the District's financial and business operations.

V. ALTERNATIVES

Continue to use the in-place end of life hardware, putting District wide systems and operations at risk of extended down time. The current expected ship time of these devices is 7-9 months.

VIII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

Attachments:

A – Dell Quote 3000113905461.3

B – CIP Data Sheet



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

3000113905461.3 Quote No. **Total** \$70,472.06

Customer # 667635 Quoted On Mar. 21, 2022 Expires by Apr. 20, 2022

Dell Standard Terms and Contract Name

Conditions Contract Code C000000006563

Dell Standard Terms and Customer Agreement #

Conditions Solution ID

15740011.3

VALERIE ALLEN Sales Rep

Phone (800) 456-3355, 18009993355 Email Valerie Allen@Dell.com Billing To

MIKE GOVE **INCLINE VILLAGE**

893 SOUTHWOOD BLVD **INCLINE VILLAGE, NV 89451**

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,

VALERIE ALLEN

Shipping Group

Shipping To JON STOCKUS **INCLINE VILLAGE** 893 SOUTHWOOD BLVD INCLINE VILLAGE, NV 89451-7425 (775) 832-1373

Shipping Method Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerSwitch S5224-ON	\$12,936.71	4	\$51,746.84
PowerSwitch N3248-ON	\$9,324.14	2	\$18,648.28

Subtotal: \$70,395.12 Shipping: \$76.94 **Environmental Fee:** \$0.00 Non-Taxable Amount: \$70,472.06 **Taxable Amount:** \$0.00 **Estimated Tax:** \$0.00

> Total: \$70,472.06

Shipping Group Details

Shipping To

JON STOCKUS **INCLINE VILLAGE** 893 SOUTHWOOD BLVD INCLINE VILLAGE, NV 89451-7425 (775) 832-1373

Shipping Method

Standard Delivery

			Quantity	Subtotal
PowerSwitch S5224-ON Estimated delivery if purchased today:		\$12,936.71	4	\$51,746.84
Oct. 06, 2022 Contract # C00000006563 Customer Agreement # Dell Standard Terms and Conditions				
Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	210-APHT	-	4	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	4	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	4	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	4	-
ProSupport Plus:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	818-5040	-	4	-
ProSupport Plus:Next Business Day Onsite Service After Problem Diagnosis, 4 Years Extended	818-5048	-	4	-
ProSupport Plus:7x24 HW/SW Technical Support and Assistance, 5 Years	818-5049	-	4	-
Fhank you for choosing Dell ProSupport Plus. For tech support, visit /www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
nfo 3rd Party Software Warranty provided by Vendor	997-6306	-	4	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	804-2152	-	4	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment /erification	804-2153	-	4	-
ProDeploy Plus No Charge Training 500	812-4037	-	4	-
5 Years ProSupport Plus OS10 Enterprise Software Support- Maintenance	848-8542	-	4	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	4	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-
			Quantity	Subtotal
PowerSwitch N3248-ON Estimated delivery if purchased today: Nov. 28, 2022 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions		\$9,324.14	2	\$18,648.28
Description	SKU	Unit Price	Quantity	Subtotal
N3248P-ON, 48x1G, 4x10G SFP+, 2x100G QSFP28, PoE 30W, 1xAC PSU, IO/PS, OS6	210-ASPR	omt Frice	2	- Subtotal
Dell EMC N3200 User guide	343-BBNX		2	

Dell Hardware Limited Warranty 1 Year	828-9522	-	2	-
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch	828-9523	-	2	-
ProSupport Plus Next Business Day Onsite Service After Problem Diagnosis, 5 Years	828-9566	-	2	-
ProSupport Plus 7x24 HW-SW Techincal Support, 5 Years	828-9571	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
ProDeploy Plus Dell Networking N Series 3XXX Switch - Deployment	805-2392	-	2	-
ProDeploy Plus Dell Networking L3 N Series 3XXX Switch - Deployment Verification	805-2395	-	2	-
ProDeploy Plus No Charge Training 400	812-4008	-	2	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
Power Supply, 1050W AC, Hot Swap, for N2224PX, N3224P, N3248P, MPS-1S Shelf, MPS-3S Shelf	450-AJIK	-	2	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	4	-

\$70,395.12 \$76.94 Subtotal: Shipping: Environmental Fee: \$0.00 **Estimated Tax:** \$0.00

> Total: \$70,472.06

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Project Summary

Project Number: 1213CE2102

Title: Network Upgrades - Switches, Controllers, WAP

Project Type: G - Equipment & Software **Division:** 13 - Information Services

Budget Year: 2022

Finance Option:

Asset Type: CE - Communications Equipment

Active: Yes

Project Description

Ongoing replacements of end of life network hardware and associated support contracts

Project Internal Staff

Director of IT

Project Justification

The district operates several Local Area, Wide Area, and Wireless networks. This project allows the replacement and or upgrade of end of life network hardware that operate these networks as well as any associated support contracts.

Budget Year 2022	Forecast			
### Acres Switches Admin & 75,000 0 75,000 ### Year Total 75,000 0 40,000 ### Edge Switches - Satellite 65,000 0 65,000 ### Interface Layer 3 switches ### Firewalls/VPN's/Email 20,000 0 20,000 ### Edge Switches - Satellite 65,000 0 30,000 ### Edge Switches - Satellite 65,000 0 30,000 ### Edge Switches - Satellite 65,000 0 65,000 ### Edge Switches - Satellite 65,000 0 66,000 ### Edge Switches - Satellite 65,000 0 95,000 ### Edge Switches - Satellite 20,000 0 50,000 ### Edge Switches Admin & 75,000 0 50,000 ### Edge Switches Admin & 75,000 0 75,000 ### Edge Switches Admin & 75,000 0 95,000 ### Edge Switches - Satellite 20,000 0 20,000 ### Edge Switches - Satellite 75,000 0 75,000 #### Edge Switches - Satellite 75,0		Total Expense	Total Revenue	Difference
4 Core Switches Admin & 75,000 0 75,000	J	Total Expolico	Total Novolido	Dinoronos
Year Total 75,000 0 75,000 2023 14 Outdoor WAPs 40,000 0 40,000 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 10 65,000 12 60	4 Core Switches Admin &	75,000	0	75,000
14 Outdoor WAPs	-	75,000	0	75,000
Edge Switches - Satellite 05,000 0 65,000 0 0 0 0 0 0 0 0 0	2023			
Contains	14 Outdoor WAPs	40,000	0	40,000
Sateways/Security Consulting Services Year Total 125,000 0 125,000	locations - 36 Copper	65,000	0	65,000
2024 49 Indoor WAPs 30,000 0 30,000	Gateways/Security	20,000	0	20,000
A9 Indoor WAPs	Year Total	125,000	0	125,000
Edge Switches - Satellite 05,000 0 65,000 0 65,000 0 0 0 0 0 0 0 0 0	2024			
Docations - 36 Copper Interface Layer 3 switches Year Total 95,000 0 95,000	49 Indoor WAPs	30,000	0	30,000
2025	locations - 36 Copper	65,000	0	65,000
A9 Indoor WAPs 30,000 0 30,000	Year Total	95,000	0	95,000
Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 50,000 0 50,000 2027 4 Core Switches Admin & 75,000 0 75,000 PW Datacenters Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 95,000 0 95,000 2029 Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 20,000 0 20,000 2031 Edge Switches - Satellite 75,000 0 75,000 Consulting Services Firewalls/VPN's/Email 20,000 0 20,000 Consulting Services Firewalls/VPN's/Email 20,000 0 20,000 Consulting Services Firewalls/VPN's/Email 20,000 0 20,000 Consulting Services Year Total 95,000 0 95,000 0 95,000 Consulting Services Year Total 95,000 0 95,000 Consulting Services Year Total 95,000 0 95,000 0 95,000 Consulting Services Year Total 95,000 O 95,000 Consulting Services Year Total	2025			
Sateways/Security	49 Indoor WAPs	30,000	0	30,000
2027 4 Core Switches Admin & 75,000 0 75,000 PW Datacenters 75,000 0 20,000 Firewalls/VPN's/Email Gateways/Security 20,000 0 95,000 Consulting Services Year Total 95,000 0 95,000 Pirewalls/VPN's/Email Gateways/Security 20,000 0 20,000 Consulting Services Year Total 20,000 0 20,000 2031 Edge Switches - Satellite locations - 36 Copper Interface Layer 3 switches 75,000 0 75,000 Firewalls/VPN's/Email Gateways/Security 20,000 0 20,000 Gateways/Security 20,000 0 95,000 Consulting Services Year Total 95,000 0 95,000	Gateways/Security	20,000	0	20,000
A Core Switches Admin & 75,000	Year Total	50,000	0	50,000
PW Datacenters Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 95,000 0 95,000 2029 Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 20,000 0 20,000 2031 Edge Switches - Satellite 75,000 0 75,000 locations - 36 Copper Interface Layer 3 switches Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 95,000 0 95,000 0 95,000 0 95,000 0 20,000 20,	2027			
Sateways/Security Consulting Services Year Total 95,000 0 95,000		75,000	0	75,000
2029 20,000 0 20,000 20,000 Gateways/Security 20,000 0 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 Gateways/Security 20,000 0 95,000 20,0	Gateways/Security	20,000	0	20,000
Single	Year Total	95,000	0	95,000
Consulting Services Year Total 20,000 0 20,000	2029			
2031 Edge Switches - Satellite 75,000 0 75,000 locations - 36 Copper Interface Layer 3 switches Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 95,000 0 95,000	Gateways/Security	20,000	0	20,000
Edge Switches - Satellite 75,000 0 75,000 locations - 36 Copper Interface Layer 3 switches Firewalls/VPN's/Email 20,000 0 20,000 Gateways/Security Consulting Services Year Total 95,000 0 95,000	Year Total	20,000	0	20,000
Iocations - 36 Copper Interface Layer 3 switches	2031			
Gateways/Security Consulting Services Year Total 95,000 0 95,000	locations - 36 Copper	75,000	0	75,000
	Gateways/Security	20,000	0	20,000
555,000 0 555,000	Year Total	95,000	0	95,000
		555,000	0	555,000

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2021			Director of IT	

MEMORANDUM

TO: Board of Trustees

FROM: Tim Callicrate

Board Chairman

Josh Nelson General Counsel

SUBJECT: Case No. CV18-01564 Mark E. Smith v. IVGID

Review, discuss and possibly approve funds for a third party review of the remaining privileged emails at a not-to-exceed

amount of \$10,000.

DATE: March 30, 2022

I. <u>RECOMMENDATION</u>

That the Board of Trustees approve authorizing funds for a third party review of the remaining privileged emails in Mark E. Smith v. IVGID, Case No. CV18-01564 at a not-to-exceed amount of \$10,000. This third party would be mutually agreed to by the parties and complete the review within two to three weeks.

II. <u>BACKGROUND</u>

The Court in Mark E. Smith v. IVGID, Case No. CV18-01564 recently conducted a status conference to consider potential paths forward to resolve the matter. During this conference, the Court requested that the Board of Trustees consider an offer from Mr. Smith's counsel to review the remaining privileged emails under a protective order to ensure the privilege has been asserted in good faith. After further discussions and to ensure a neutral third party conducts the review, staff requests that the Board authorize a not-to-exceed amount of \$10,000 for a neutral third party to conduct this review. This third party would be mutually agreed to by the parties and would need to complete the review within two to three weeks.

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest

District General Manager

SUBJECT: Review, discuss and possibly approve Tri-Strategies Scope of Work

for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District

projects; not to exceed \$20,000

DATE: March 23, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve Tri-Strategies scope of work for task order services to follow up on and advocate on behalf of Incline Village General Improvement District with respect to possibly receiving Federal, State and local funds for applicable District projects; not to exceed \$20,000.

II. BACKGROUND

Tri-Strategies successfully completed its contract with the District for legislative advocacy services in February. Staff has discussed the need for additional services, on a task order basis, with Tri-Strategies to ensure that the District is at the table in order to present and possibly receive funds from various sources for its projects. The contract terms and conditions would be the same as the last contract however the scope of work would be as attached.

Scope of Work

Consultant will work on specific tasks, authorized by task order, for Incline Village General Improvement District in the area of successfully obtaining Federal, State and local funds available through programs by same entities.

Deliverables

Written and/or verbal updates to the District General Manager on issued task orders with written completion reports being submitted on each task order.

<u>Term</u>

March 30, 2022 to December 31, 2022

Fee Schedule

Task order work will be at a billing rate of \$200.00 per hour.

Maximum not-to-exceed value of this agreement\$20,000.

<u>M E M O R A N D U M</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Darren Howard

Director of Golf & Community Services

SUBJECT: Review, discuss and possibly approve Golf Play Pass

rate structure, and Daily Green Fees schedules for the

Incline Village Golf Courses for the 2022 season.

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: March 30, 2022

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

- 1) Review discuss and possibly approve Golf Play Pass rate structure, and Daily Green Fees schedules for the Incline Village Golf Courses for the 2022 season.
- 2) Receive and review Charity Golf Event rates and Range Fees for the 2022 season.

II. BACKGROUND

This agenda item presents for Board consideration a recommendation related to rates to be charged for use of the Championship and Mountain golf courses, based on:

- Daily average dollar per round decreasing due to increase in overall resident play. (increase of 11% over 12-year average)
- Popularity of golf worldwide.
- Residents emphasizing that the golf courses are here for the Residents first.
- Inflation and increase in wages due to competition within the region.
- Increase in rates for other venues within the region.

- Progressing Picture Pass Holder and Play Pass rates closer to the cost recovery model.
- Input from the Golf Advisory Committee

2021 Season Golf Rates

At the March 10, 2021 Board meeting, staff presented a recommendation to restructure and increase rates for Golf Play passes, while maintaining Picture Pass Holder, Guest and Non-Picture Pass daily green fees at the then current (2020 season) rates. This recommendation was based on an analysis of current rates in relation to both cost-recovery targets for each category of golf rates as well as a comparative analysis of golf rates in the local market.

While staff believes that daily rates charged for Non-Picture Pass and Guests, on average, meet or exceed target cost-recovery levels, the 2021 season rates charged for Picture Pass and Golf Play Passes fell below target cost-recovery levels. In addition, staff had proposed modifying the rate structure for Golf Play Passes to better reflect both the average rounds and wide range in rounds actually played by residents who purchase Golf Play Passes, relative to the assumptions built into the current Golf Play Pass rates.

Board Practice 6.2.0 - Pricing

At their meeting of March 1, 2022, the Board of Trustees approved Board Practice 6.2.0 related to pricing of Community Services and Beach products and services, including both District Golf Courses. The following represents Community Services pricing guidelines contained in Board Practice 6.2.0:

- 3.0 Pricing for IVGID Picture Pass holders and others is defined as follows:
 - 3.1 Others (Non IVGID Picture Pass holders):
 - 3.1.1 Rates charged for use of venues, services, and programs shall be set to cover no less than 100% of the Full-Cost of the venue rental, venue access, service provided and programs made available.
 - 3.2 Guests:

-3-

- 3.2.1 Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to venues, or program.
- 3.3 IVGID Picture Pass holders:
 - 3.3.1 Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee assessed.

Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of programs and services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).

In addition, within Practice 6.2.0, Section 3.5.1 – Golf Course Fees further provides that:

- 3.5.1.1 Fees charged to Picture-Pass holders, Guests and Non-Residents may vary based on season, day of week, time-of-day and partial (9-hole) use of golf courses.
- 3.5.1.2 Play-Passes offered to Picture Pass Holders may be priced at a discount from daily fees.
- 3.5.1.3 In doing so, management shall track and report average revenue-per round, in relation to the defined cost-recovery targets for Picture-Pass Holders, Guests, Non-Residents and Play-Pass rounds sold.

Additionally, Section 5.0 (Administration) of Practice 6.2.0 provides that:

- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.
- 5.2 The Board of Trustees will approve, through the budget process or when appropriate during the fiscal year Key Rates to include:

5.2.1 Golf Rates for Picture Pass Holders, Play Passes, Guests and Non-Residents.

This agenda items seeks Board approval to establish 2022 golf season rates for Daily Green Fees, Play Passes and Range fees.

III. <u>DISCUSSION</u>

2022 Golf Rates

Staff has developed a recommendation for 2022 golf season rates, consistent with Board Practice 6.2.0, with the goal of continuing to make progress toward the overall cost recovery targets within the existing rate structure for both golf courses.

On March 8, 2022, staff met with representatives from various golf groups to review the recommended golf rates for the 2022 season and solicit feedback prior to finalizing rate recommendations for consideration by the Board of Trustees.

Staff has included suggestions from the Golf Advisory Committee in the recommendations contained in this agenda item. Specifically, the Committee expressed concern over a proposed increase of 20% to the Couples Play Pass, citing concern that those who traditionally purchased these passes would opt for other Play Pass options. The Committee was generally supportive of the overall rate recommendations, and urged that staff highlight the fact that Picture Pass Holders have absorbed increases over the last three years and Play Passes have increased now, 30% over theses last three years.

The Committee also expressed a strong interest in reviewing how revenues-perround are reported, and that future budget presentations should acknowledge the net revenues derived by retail activity at the golf courses as well as the revenue earned from rental of the Chateau as these, arguably, are revenues being generated as a result of the District operating a world-class golf facility.

Golf Play Passes - (See Exhibit A)

The revised recommendation related to Golf Play Pass rates for the 2022 golf season is as follows (See Exhibit A):

1) Maintain the existing rate structure.

- 2) Increase rates charged for All You Can Play Golf Play Passes by 10%.
- 3) Increase all other Play Passes 5%.

Daily Green Fee Rates – (See Exhibits B and C)

Based on discussions with representatives from various golf groups, and consistent with Board's direction to increase the level of cost-recovery from golf user charges for services, staff is recommending increases for the Daily Green Fees charged to Picture Pass by 7%, Non-Picture Pass 5% and Guests fees to fit half-way between Picture Pass and Non-Picture Pass pricing.

- Guest Daily Green Fees for the Championship Course are proposed to be increased in the range of -5% to 40.0% (14.5% average), based on time of year and time slots (See Exhibit B).
- Guest Daily Green Fees for the Mountain Course are proposed to be in the range of -4% to 43% (9.2% average), based on time of year and time slots (See Exhibit C).

<u>Hyatt Rates</u> – (See Exhibit D)

Guests at the Hyatt Hotel have historically been afforded discounted daily green fees at Incline Village golf courses. These rates reflect a discount from the Non-Picture Pass rates but remain, in all cases, higher than the rates charged to Picture Pass and Guests. (See Exhibit D).

- Staff is recommending increases to the Hyatt rates for play at the Championship Golf Course, 5%.
- Hyatt rates for the Mountain Course are proposed to also be increased by 5%.

Additional Rates - (For Informational purposes only, no action required)

<u>Charity Golf Event Rates</u>- (See Exhibit E)

Multiple Incline Village Charitable Organizations benefitting Incline Village/Crystal Bay, use both Incline Village Golf Courses to host their annual fund raising tournaments. Rates are being proposed to cover the operational costs for each golf course.

- Championship Course rate \$4,290
- Mountain Course rate \$,2310

Range Fees -

Range Fees, include driving range, golf club rentals and rider rentals are proposed for the 2022 season (See Exhibit E).

- Picture Pass and Non-Picture Pass rates for the driving range rates are proposed to remain unchanged.
- Golf club rentals and rider fees at the Championship Course are proposed to remain unchanged.
- Golf club rentals and rider fees at the Mountain Course are proposed to be unchanged.

IV. FINANCIAL IMPACT AND BUDGET

The proposed rates, Golf Play Passes and Daily Rates for the 2022 golf season as recommended in this report are expected to increase revenues by an estimated \$225,000+ for the Championship Golf Course and \$25,000+ for the Mountain Golf Course, (Note – Mountain Course will be closing early again this season to complete the golf cart path project).

Throughout this year, staff has analyzed cost associated with operating the District's two golf courses to determine the extent to which existing rates charged to golfers covers the fully-loaded cost per round, based on historical budget and usage information. This preliminary analysis suggests that rates charged for Non-Picture Pass Holders, on average, exceed the fully-loaded cost per round of golf, while rates charged for Guests cover, on average, the operating costs (including overhead). The discounts afforded to Residents and Guests recognizes that Facility Fees are assessed to parcel owners within the District specifically to cover costs of capital and debt associated with District venues.

The preliminary cost-recovery analysis also demonstrated that the current rates charged for Picture Pass Holders and Golf Play Passes, in relation to the average rounds of golf played by those who purchase this product, fall *below* the suggested cost-recovery target for play at both golf courses.

Championship Course

Cost Per Round*	
Rounds =	24,000
Operating Costs	\$ 83.23
Operating w/ OVHD	\$ 100.16
Oper. + OVHD + Capital	\$ 126.13
Oper. + OVHD + Capital + Debt	\$ 133.86

^{*} Cost per round EXCLUDES Food and Beverage, Merchandise and Driving Range Based on FY2022/23 preliminary budget (July 2022 - June 2023). 2022 Golf Season - May 2022 - October 2023

Estimated Revenue per Round – Revised to reflect proposed rate increases contained in this agenda item

Picture Pass	\$ 68.72
Guests	\$ 135.00
Non-Picture Pass	\$ 155.59
Play Pass	\$ 63.20

Based on an preliminary FY2022/23 budget figures, the cost-recovery analysis suggests that, based on the rates recommended in this agenda item, rates charged for Non-Picture Pass and Guests would continue to exceed, on average, the full-cost of a round of golf at the Championship Golf Course.

With the recommended increases for Picture Pass Holder Golf Play Passes and Picture Pass Daily Resident Rates, the proposed rates, while generating a slightly higher level of cost-recovery in comparison to current rates, will remain at a level below the cost per round.

Average revenue-per round for Picture Pass and Play Pass holders fall below covering the operating cost-recovery target, based on historical mix of rounds played (71% resident rounds in 2021). Actual cost-per round incurred for the 2022 golf season will be dependent on mix of rounds (dates/times) as well as actual (versus budgeted) costs for the season.

In addition, the cost-per-round figures excludes net revenues earned at the Championship Course from Driving Range, Merchandise Sales (Pro Shop) and Food and Beverage services. These revenues nonetheless support the overall Golf Fund (320).

The cost-per-round estimates also excludes revenues generated from facility rental and events held at the Chateau, which are tracked and reported within the District's Facility Fund (330).

Mountain Course

Cost Per Round*	
Rounds =	18,920
Operating Costs	\$ 44.01
Operating w/ OVHD	\$ 53.04
Oper. + OVHD + Capital	\$ 63.54
Oper. + OVHD + Capital + Debt	\$ 63.64

^{*} Cost per round EXCLUDES Food and Beverageand Merchandise Based on FY2022/23 preliminary budget (July 2022 - June 2023). 2022 Golf Season - May 2022 - October 2023

Estimated Revenue per Round – Revised to reflect proposed rate increases contained in this agenda item

Picture Pass	\$ 35.64
Guests	\$ 48.33
Non-Picture Pass	\$ 56.70
Play Pass	\$ 20.61

Golf revenues for the Mountain Course, across all rate categories, continues to fall below cost-recovery targets.

Facility Fee Allocation to Golf Fund (320):

Based on the pricing guidelines included in Board Practice 6.2, Picture Pass Holders are afforded discounted golf rates as a result of the facility fee assessed on parcel owners, historically set to cover the cost of capital and debt.

For FY2022/23, the capital (depreciation) and debt supporting the Championship Golf Course is preliminarily estimated at \$808,839 (or roughly \$99 per parcel), while the capital (depreciation) and debt supporting the Mountain Golf Course is preliminarily estimated at \$200,402 (or roughly \$24 per parcel).

V. <u>ALTERNATIVES</u>

- Maintain golf course rates at the current rates
- Request Staff seek more information
- Adopt alternative rate(s)

March 30, 2022

VI. <u>COMMENTS</u>

None at this time.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

EXHIBIT A

		-			
	Play Passes				
Both Courses		2022	<u>2021</u>	Percentage	change 202
Unlimited All you Can Pl	ay - Individual	\$3,260.00	\$2,965.00		10%
Unlimited All you Can Pl	ay - Couples	\$5,258.00	\$4,780.00		10%
Unlimited Junior		\$ 300.00	\$ 275.00		9%
Unlimited College		\$ 475.00	\$ 440.00		8%
Championship Course Only	1				
10 Play		\$ 831.00	\$ 792.00		5%
20 Play		\$1,500.00	\$1,430.00		5%
Limited All You Can Play	- Individual	\$2,596.00	\$2,360.00		10%
Limited All You Can Play	- Couple	\$4,060.00	\$3,691.00		10%
All You Can Play PM		\$1,270.00	\$1,210.00		5%
Mountain Course Only					
10 Play		\$ 405.00	\$ 385.00		5%
Unlimited All You Can Pl	ay - Individual	\$ 865.00	\$ 787.00		10%
Unlimited All You Can Pl	ay - Couples	\$1,331.00	\$1,210.00		10%
All You Can Play - PM		\$ 600.00	\$ 545.00		10%
10 Play Nine Holes (new)	\$ 270.00	\$ -		
Unlimited Junior		\$ 180.00	\$ 165.00		9%

EXHIBIT B

Championship Course Rates																					
2022										20)21 Rat	tes									
	_	ne of Day																			
Fee Type	Op	en-2pm	2p	m-4pm	Afte	er 4pm	Afte	er 5:30pm	Fee Type	Op	en-2pm	2pr	n-4pm	Aft	er 4pm	After 5:30pm	1				
Shoulder Season (Open - J	une	13)	_		_												Percentage change				
Monday-Thursday									Monday-Thursday								2022 vs	2021			
Resident	\$	69.00	\$	43.00	\$	32.00	\$	24.00	Resident	\$	65.00	\$	40.00	\$	30.00	\$ 23.00	6%	8%	7%	49	
Guest	\$	104.00	\$	75.00	\$	48.00	\$	36.00	Guest	\$	90.00	\$	65.00	\$	45.00	\$ 38.00	16%	15%	7%	-59	
Non-Resident	\$	135.00	\$	85.00	\$	63.00	\$	47.00	Non-Resident	\$	130.00	\$	80.00	\$	60.00	\$ 45.00	4%	6%	5%	49	
Friday-Sunday (Holidays)									Friday-Sunday (Holidays)												
Resident	\$	80.00	\$	54.00	\$	37.00	\$	27.00	Resident	\$	75.00	\$	50.00	\$	35.00	\$ 25.00	7%	8%	6%	89	
Guest	\$	122.00	\$	90.00	\$	53.00	\$	47.00	Guest	\$	100.00	\$	75.00	\$	50.00	\$ 40.00	22%	20%	6%	189	
Non-Resident	\$	157.00	\$	100.00	\$	69.00	\$	53.00	Non-Resident	\$	150.00	\$	95.00	\$	65.00	\$ 50.00	5%	5%	6%	69	
High Season (June 14 - Sep	oter	nber 26)																			
Monday-Thursday									Monday-Thursday												
Resident	\$	96.00	\$	70.00	\$	48.00	\$	32.00	Resident	\$	90.00	\$	65.00	\$	45.00	\$ 30.00	7%	8%	7%	79	
Guest	\$	154.00	\$	110.00	\$	75.00	\$	48.00	Guest	\$	115.00	\$	90.00	\$	75.00	\$ 45.00	34%	22%	0%	79	
Non-Resident	\$	209.00	\$	147.00	\$	99.00	\$	63.00	Non-Resident	\$	199.00	\$	140.00	\$	95.00	\$ 60.00	5%	5%	4%	59	
Friday-Sunday (Holidays)									Friday-Sunday (Holidays)												
Resident	\$	101.00	\$	80.00	\$	59.00	\$	40.00	Resident	\$	95.00	\$	75.00	\$	55.00	\$ 37.00	6%	7%	7%	89	
Guest	\$	168.00	\$	120.00	\$	86.00	\$	60.00	Guest	\$	120.00	\$	100.00	\$	80.00	\$ 52.00	40%	20%	8%	159	
Non-Resident	\$	229.00	\$	158.00	\$	110.00	\$	49.00	Non-Resident	\$	220.00	\$	150.00	\$	105.00	\$ 75.00	4%	5%	5%	-359	
Shoulder Season (Septem	ber	27-Closin	g)																		
Monday-Thursday									Monday-Thursday												
Resident	\$	69.00	\$	48.00	\$	27.00	\$	24.00	Resident	\$	65.00	\$	45.00	\$	25.00	\$ 23.00	6%	7%	8%	49	
Guest	\$	112.00	\$	78.00	\$	46.00	\$	36.00	Guest	\$	90.00	\$	70.00	\$	40.00	\$ 38.00	24%	11%	15%	-59	
Non-Resident	\$	152.00	\$	105.00	\$	63.00	\$	47.00	Non-Resident	\$	145.00	\$	100.00	\$	60.00	\$ 45.00	5%	5%	5%	49	
Friday-Sunday (Holidays)									Friday-Sunday (Holidays)												
Resident	\$	80.00	\$	59.00	\$	32.00	\$	27.00	Resident	\$	75.00	\$	55.00	\$	30.00	\$ 25.00	7%	7%	7%	89	
Guest	\$	128.00	\$	94.00	\$	51.00	\$	41.00	Guest	\$	100.00	\$	80.00	\$	45.00	\$ 40.00	28%	18%	13%	39	
Non-Resident	\$	173.00	\$	126.00	\$	68.00	\$	53.00	Non-Resident	\$	165.00	\$	120.00	\$	65.00	\$ 50.00	5%	5%	5%	69	

EXHIBIT C

Mountain Course	Kate	es																
	Tim	e of Day		2022					20	21 Ra	tes							
Fee Type		n-2pm	_	m-4pm	Afte	r 4pm	After 5:30pm	Fee Туре	Ope	n-2pm	2pi	m-4pm	Afte	r 4pm	After 5:30pm			
Shoulder Season (Open-	June 1	.3)						Shoulder Season (Open-June 1	13)									
Monday-Thursday								Monday-Thursday										
Resident	\$	39.00	\$	35.00	\$	22.00		Resident	\$	36.00	\$	33.00	\$	21.00		8%	6%	5%
Guest	\$	47.00	\$	39.00	\$	33.00		Guest	\$	46.00	\$	37.00	\$	23.00		2%	5%	43%
Non-Resident	\$	54.00	\$	43.00	\$	43.00		Non-Resident	\$	50.00	\$	40.00	\$	40.00		8%	8%	89
Friday-Sunday (Holidays)								Friday-Sunday (Holidays)										
Resident	\$	44.00	\$	40.00	\$	26.00		Resident	\$	41.00	\$	37.00	\$	24.00		7%	8%	89
Guest	\$	53.00	\$	49.00	\$	37.00		Guest	\$	53.00	\$	46.00	\$	26.00		0%	7%	429
Non-Resident	\$	59.00	\$	59.00	\$	48.00		Non-Resident	\$	55.00	\$	55.00	\$	45.00		7%	7%	79
High Season (June 14 - S	eptem	ber 12)						High Season (June 14 - Septem	ber 1	.2)								
Monday-Thursday								Monday-Thursday										
Resident	\$	47.00	\$	47.00	\$	28.00		Resident	\$	44.00	\$	44.00	\$	26.00		7%	7%	89
Guest	\$	61.00	\$	58.00	\$	38.00		Guest	\$	59.00	\$	52.00	\$	29.00		3%	12%	319
Non-Resident	\$	75.00	\$	69.00	\$	48.00		Non-Resident	\$	70.00	\$	65.00	\$	45.00		7%	6%	79
Friday-Sunday (Holidays)								Friday-Sunday (Holidays)										
Resident	\$	51.00	\$	51.00	\$	31.00		Resident	\$	48.00	\$	48.00	\$	29.00		6%	6%	79
Guest	\$	66.00	\$	63.00	\$	43.00		Guest	\$	64.00	\$	58.00	\$	32.00		3%	9%	349
Non-Resident	\$	80.00		75.00	\$	54.00		Non-Resident	\$	75.00	\$	70.00	\$	50.00		7%	7%	89
Shoulder Season (Septe	mber 1	3-Closin	ıg)					Shoulder Season (September 1	13-Clo	osing)								
Monday-Thursday			١.		١.			Monday-Thursday			١.							
Resident	\$	39.00	\$	35.00	\$	22.00		Resident	\$	36.00	\$	33.00	\$	21.00		8%	6%	59
Guest	\$	47.00	\$	39.00	\$	33.00		Guest	\$	49.00	\$	40.00	\$	23.00		-4%	-3%	439
Non-Resident	\$	59.00	\$	54.00	\$	43.00		Non-Resident	\$	55.00	\$	50.00	\$	40.00		7%	8%	89
Friday-Sunday (Holidays)			_		٦	25.00		Friday-Sunday (Holidays)					_			70/	00/	
Resident Guest	\$	44.00 53.00	\$	40.00 49.00	\$	26.00 37.00		Resident Guest	\$	41.00 55.00	\$	37.00 45.00	\$	24.00 26.00		7% -4%	8% 9%	89 429
Non-Resident	\$	64.00	\$	59.00	\$	48.00		Non-Resident	\$	60.00	Ś	45.00 55.00	\$	45.00				429 79
Non-Resident	þ	64.00	Þ	59.00	Þ	46.00		Non-Resident	Þ	60.00	Þ	55.00	Þ	45.00		7%	7%	
Nine Hole Rate	s (N	lount	:aiı	n Cou	ırs	e)												
Shoulder Season (Open-	June 1	.3)																
Monday-Thursday								Monday-Thursday										
Resident	\$	26.00	\$	21.00	\$	14.00		Resident	\$	24.00	\$	20.00	\$	13.00		8%	5%	89
Guest	\$	31.00	\$	26.00	\$	18.00		Guest	\$	31.00	\$	26.00	\$	15.00		0%	0%	20%
Non-Resident	\$	36.00	\$	31.00	\$	22.00		Non-Resident	\$	34.00	\$	29.00	\$	21.00		6%	7%	59
Friday-Sunday (Holidays)								Friday-Sunday (Holidays)										
Resident	\$	28.00	\$	26.00	\$	17.00		Resident	\$	26.00	\$	24.00	\$	16.00		8%	8%	69
Guest	\$	34.00	\$	31.00	\$	23.00		Guest	\$	34.00	\$	30.00	\$	18.00	İ	0%	3%	289
Non-Resident	\$	40.00	\$	36.00	\$	29.00		Non-Resident	\$	37.00	\$	34.00	\$	27.00		8%	6%	79
High Season (June 14 - S	eptem	ber 12)						High Season (June 14 - Septem	ber 1	.2)								
Monday-Thursday								Monday-Thursday										
Resident	\$	32.00	\$	27.00	\$	17.00		Resident	\$	30.00	\$	25.00	\$	16.00		7%	8%	69
Guest	\$	39.00	\$	34.00	\$	23.00		Guest	\$	39.00	\$	32.00	\$	19.00		0%	6%	219
Non-Resident	\$	45.00	\$	40.00	\$	28.00		Non-Resident	\$	42.00	\$	37.00	\$	26.00		7%	8%	89
Friday-Sunday (Holidays)								Friday-Sunday (Holidays)										
Resident	\$	35.00	\$	32.00	\$	20.00		Resident	\$	33.00	\$	30.00	\$	19.00		6%	7%	5%
Guest	\$	42.00	\$	39.00	\$	27.00		Guest	\$	42.00	\$	38.00	\$	21.00		0%	3%	29%
Non-Resident	\$	49.00	\$	45.00	\$	34.00		Non-Resident	\$	46.00	\$	42.00	\$	32.00		7%	7%	69
Shoulder Season (Septe	mber 1	3-Closin	g)					Shoulder Season (September 1	13-Clo	osing)								
Monday-Thursday								Monday-Thursday										
Resident	\$	26.00	\$	21.00	\$	14.00		Resident	\$	24.00	\$	20.00	\$	13.00		8%	5%	89
Guest	\$	32.00	\$	27.00	\$	17.00		Guest	\$	30.00	\$	26.00	\$	15.00		7%	4%	139
Non-Resident	\$	36.00	\$	31.00	\$	22.00		Non-Resident	\$	34.00	\$	29.00	\$	21.00		6%	7%	5%
Friday-Sunday (Holidays)			l .					Friday-Sunday (Holidays)										
Resident	\$	28.00	\$	26.00	\$	17.00		Resident	\$	26.00	\$	24.00	\$	16.00		8%	8%	69
Guest Non-Resident	\$	34.00 40.00	\$	31.00 34.00	\$	23.00 29.00		Guest Non-Resident	\$	33.00 37.00	\$	30.00 34.00	\$	18.00 27.00		3% 8%	3% 0%	289 79

EXHIBIT D

Hyatt Rates	<u>2022 Rates</u>						tes		2021 Rates												
Championship Course																					
Time of Day	Ope	n-2pm	2pn	n-4pm	Afte	r 4pm	Afte	r 5:30pm	Time of Day	Оре	en-2pm	2pr	n-4pm	Afte	er 4pm	After 5	:30pm				
Shoulder Season (Open-Ju	ne 1	3)																			
Monday-Thursday	\$	110.00	\$	78.00	\$	56.00	\$	44.00	Monday-Thursday	\$	105.00	\$	74.00	\$	53.00	\$	42.00	5%	5%	6%	5%
Friday-Sunday (Holidays)	\$	144.00	\$	88.00	\$	66.00	\$	50.00	Friday-Sunday (Holidays)	\$	137.00	\$	84.00	\$	63.00	\$	48.00	5%	5%	5%	4%
High Season - (June 14-Sep	tem	ber 26)																			
Monday-Thursday	\$	184.00	\$	127.00	\$	88.00	\$	63.00	Monday-Thursday	\$	175.00	\$	121.00	\$	84.00	\$	60.00	5%	5%	5%	5%
Friday-Sunday (Holidays)	\$	195.00	\$	150.00	\$	99.00	\$	79.00	Friday-Sunday (Holidays)	\$	186.00	\$	143.00	\$	94.00	\$	75.00	5%	5%	5%	5%
Shoulder Season - (Septer	nber	27 - Clo	sing	:)																	
Monday-Thursday	\$	138.00	\$	100.00	\$	56.00	\$	47.00	Monday-Thursday	\$	131.00	\$	95.00	\$	53.00	\$	45.00	5%	5%	6%	4%
Friday-Sunday (Holidays)	\$	162.00	\$	118.00	\$	61.00	\$	47.00	Friday-Sunday (Holidays)	\$	154.00	\$	112.00	\$	58.00	\$	45.00	5%	5%	5%	4%
Mountain Course 18 Holes	5																				
Shoulder Season (Open-Ju	ne 1	3)					N/A														
Monday-Thursday	\$	49.00	\$	39.00	\$	34.00			Monday-Thursday	\$	47.00	\$	37.00	\$	32.00			4%	5%	6%	
Friday-Sunday (Holidays)	\$	56.00	\$	49.00	\$	44.00			Friday-Sunday (Holidays)	\$	53.00	\$	47.00	\$	42.00			6%	4%	5%	
High Season - (June 14-Sep	tem	ber 12)																			
Monday-Thursday	\$	69.00	\$	64.00	\$	46.00			Monday-Thursday	\$	66.00	\$	61.00	\$	44.00			5%	5%	5%	
Friday-Sunday (Holidays)	\$	76.00	\$	69.00	\$	53.00			Friday-Sunday (Holidays)	\$	72.00	\$	66.00	\$	50.00			6%	5%	6%	
Shoulder Season - (Septer	nber	13 - Clo	sing	:)																	
Monday-Thursday	\$	53.00	\$	44.00	\$	39.00			Monday-Thursday	\$	50.00	\$	42.00	\$	37.00			6%	5%	5%	
Friday-Sunday (Holidays)	\$	61.00	\$	49.00	\$	44.00			Friday-Sunday (Holidays)	\$	58.00	\$	47.00	\$	42.00			5%	4%	5%	
Mountain Course 9 Holes										•											
Shoulder Season (Open-Ju	ne 1	3)																			
Monday-Thursday	\$	33.00	\$	27.00	\$	20.00			Monday-Thursday	\$	31.00	\$	26.00	\$	19.00			6%	4%	5%	
Friday-Sunday (Holidays)	\$	38.00	\$	33.00	\$	24.00			Friday-Sunday (Holidays)	\$	36.00	\$	31.00	\$	23.00		ĺ	6%	6%	4%	
High Season - (June 14-Sep	tem	ber 12)																			
Monday-Thursday	\$	43.00	\$	35.00	\$	23.00			Monday-Thursday	\$	41.00	\$	33.00	\$	22.00			5%	6%	5%	
Friday-Sunday (Holidays)	\$	46.00	\$	41.00	\$	32.00			Friday-Sunday (Holidays)	\$	44.00	\$	39.00	\$	30.00			5%	5%	7%	
Shoulder Season - (Septer	nber	13 - Clo	sing)																	
Monday-Thursday	\$	33.00	\$	28.00	\$	20.00			Monday-Thursday	\$	31.00	\$	27.00	\$	19.00			6%	4%	5%	
Friday-Sunday (Holidays)	\$	36.00	\$	33.00	\$	24.00			Friday-Sunday (Holidays)	\$	34.00	\$	31.00	\$	23.00			6%	6%	4%	

for the 2022 golf season

EXHIBIT E

	<u>2022</u>		<u>2021</u>	
Range Fees	Small Medium	Large	Small Medium Large	
Resident	\$ 5.00 \$ 10.00	\$ 15.00	\$ 5.00 \$ 10.00 \$ 15.00	
Non-Resident	\$ 7.00 \$ 12.00	\$ 17.00	\$ 7.00 \$ 12.00 \$ 17.00	
Championship Course				
	2022	<u>2021</u>		
Golf Club Rentals	\$ 85.00	\$ 85.00		
Rider Fees (per person)	\$ 35.00	\$ 35.00		
Mountain Course			Charity Tournaments	2022 2021
	2022	<u>2021</u>	Charity Rates for Championship Course -	\$4,290 \$2,000
Golf Club Rentals	\$50 - 18 Holes	\$ 50.00	Charity Rates for Mountain Course -	\$2,310 \$1,000
	\$25 - 9 Holes	\$ 25.00	*Based on Operating costs for length of time	e for event, plus 10%
Rider Fees (per person)	\$15 - 18 Holes	\$15 - 18 Holes		
	\$10 - 9 Holes	\$10 - 9 Holes		

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Darren Howard

Director of Community Services/Golf

Lauren lida

Sales & Events Coordinator

SUBJECT: Review, discuss and possibly approve facility rates for

the Chateau and Aspen Grove, effective immediately for

all future bookings.

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: March 30, 2022

I. <u>RECOMMENDATION</u>

Staff recommends that the Board of Trustees makes a motion to approve the provided Facilities rate structure, for the Chateau and Aspen Grove for 2022.

II. BACKGROUND

The District operates facilities at The Chateau and Aspen Grove for special events, primarily weddings, memorials and various community events. The District's Special Events typically operate as a profit-center generating net revenues for the District by providing exceptional facilities and services supported by market-rate fees charged to non-residents, with discounts of 25%-30% being afforded to Picture Pass holders.

While weddings account for less than 20% of facility rentals in a typical year, they generate over 80% of the annual revenue from special events. Annually, the District hosts 80-100 weddings with roughly two-thirds booking facility space at The Chateau and one-third at Aspen Grove. Net revenues generated by weddings and other private events also contribute to supporting the use of District facilities for community events, and have also historically contributed to supporting other District programs and activities.

Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2022.

In order to continue to appropriately position District banquet facilities within the market, rate adjustments are being proposed. This will help cover the increasing costs of goods and services and continued maintenance on the aging infrastructure.

Board Practice 6.2.0 – Pricing

At their meeting of March 1, 2022, the Board of Trustees approved Board Practice 6.2.0 related to pricing of Community Services and Beach products and services, including both District Golf Courses. The following represents pricing guidelines contained in Board Practice 6.2.0 specific to Facility Rentals and Special Events:

3.5.2 Chateau & Aspen Grove Rentals / Special Events

- 3.5.2.1 Fees set for Facility rentals and Special Events will be based on cost-recovery targets for the Facilities Enterprise Fund established through the budget process.
- 3.5.2.2 Rental fees for use of facilities by non-IVGID Picture Pass holders will take into account the historical utilization rates and incorporate a mark-up required to achieve overall cost-recovery targets.
- 3.5.2.3 Rentals provided to IVGID Picture-Pass holders will incorporate discounts, as appropriate.
- 3.5.2.4 Fees charged for catered (Food and Beverage service) events will be set to cover the Full-Cost of staff, operations and food and beverage, plus mark-up based on market conditions.
- 3.5.2.5 Consideration shall be given to maintain Facility rental and Special Events services competitive within the regional marketplace.

III. DISCUSSION

Facility Rental Recommendation

The Tahoe-Reno wedding market including The Chateau has seen an increased amount of 'low season' events. Customers are savvy to the fact that accommodations and other services in the area tend to be less costly during the low-season months. Staff is proposing a third tier of rates to capture additional revenue in 'shoulder' season months, November & May.

THE CHATEAU BANQUET FACILITIES

-3	3-

June – October Venue Rates	Non-PPH Rate	Proposed Rate	PPH Rate	Proposed Rate
Saturday	\$7,990	\$8,990	\$5,993	\$6,745
Friday & Sunday	\$5,720	\$6,490	\$4,060	\$4,870
Monday-Thursday	\$3,505	\$4,990	\$2,630	\$3,745
November & May Venue Rates				
Saturday		\$6,990		\$5,245
Friday & Sunday		\$5,490		\$4,118
Monday-Thursday		\$3,990		\$2,995
December – April Venue Rates				
Saturday	\$5,360	\$5,490	\$4,020	\$4,118
Friday & Sunday	\$3,715	\$4,490	\$2,790	\$3,370
Monday-Thursday	\$2,345	\$3,490	\$1,760	\$2,620

ASPEN GROVE BANQUET FACILITIES

June – September	Non-PPH Rate	Proposed Rate	PPH Rate	Proposed Rate
Saturday	\$3,635	\$5,000	\$2,725	\$3,750
Friday & Sunday	\$2,400	\$4,000	\$1,800	\$3,000
Monday-Thursday	\$1,325	\$3,000	\$1,020	\$2,250

The above rates represent base rates to reserve banquet facilities for weddings, and are based on a six-hour rental (typically 4pm-10pm). In addition to the facility rental rates, special events also are charged for the direct costs of the event to cover staffing, food and beverage services, administration as well as various "upgrades" to standard rental packages.

The facility rental rates subject of this agenda item are designed to cover the fixed cost of the facilities, while also contributing to the profit margin realized by providing the facilities for rental to the general public. Staff estimates that the prorated fixed cost for facilities at The Chateau is approximated \$184 per hour, or \$1100 for a six-hour rental. The fixed cost for operating facilities at Aspen Grove are estimated at approximately \$50 per hour, or \$300 for a six-hour event.

Accordingly, the net revenue contribution from rental rates charged for these facilities varies greatly depending on the time of year and days being reserved. While low-season (December-April) mid-week rentals cover two to three times the actual fixed costs, shoulder season (November & May) rental rates typically cover five to six times the fixed costs and peak season (June-October) weekend rental rates typically cover eight to ten times the fixed costs. Rental rates are set to also cover facility costs incurred when facilities are not actively in use (based on historical utilization and yields).

HOURLY RATES & 1701 APPLICABLE RATE

(The below rates do not apply to weddings. These rates are not publically published)

CHATEAU

Chateau venue rental fee starts at \$500. Hourly rates are priced per hour, per 1/3 of the ballroom. Guest counts above 75 will require 2/3 ballroom. Minimum guest counts apply.

Outside Food & Beverage not permitted

June – October Hourly Venue Rates	Non-PPH Rate	PPH Rate
Saturday – not applicable		
Friday & Sunday	\$360	\$270
Monday-Thursday	\$275	\$208
November & May Venue Rates		
Saturday	\$390	\$295
Friday & Sunday	\$305	\$230
Monday-Thursday	\$220	\$170
December – April Venue Rates		
Saturday	\$305	\$230
Friday & Sunday	\$250	\$190
Monday-Thursday	\$195	\$145

ASPEN GROVE

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Aspen Grove venue rental fee starts at \$500. Minimum guest counts apply. Outside Food & Beverage not permitted

June – September	Non-PPH Rate	PPH Rate
Saturday	\$830	\$625
Friday & Sunday	\$665	\$500
Monday-Thursday	\$500	\$375

Hourly venue rates are determined based upon the full rate divided by a standard 6-hour event rental time. The approval of these rates will help to better serve corporate business as well as IVGID PPH's looking to host a celebration of life, birthday party, or other private gathering.

IV. FINANCIAL IMPACT AND BUDGET

Proposed rates would take effect immediately for new contracted business. New wedding business is contracted approximately 1 year prior to the event date, we expect the adjusted Facility rates to impact the 2023/24 fiscal year.

V. <u>ALTERNATIVES</u>

- The Board of Trustees could consider approving additional facility rental increases.
- The Board of Trustees could defer action and maintain rates at current levels; however, this option would likely result in foregone revenues based on market comparisons and the projected increase in demand for banquet facilities over the next several months,

VI. <u>COMMENTS</u>

None at this time.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

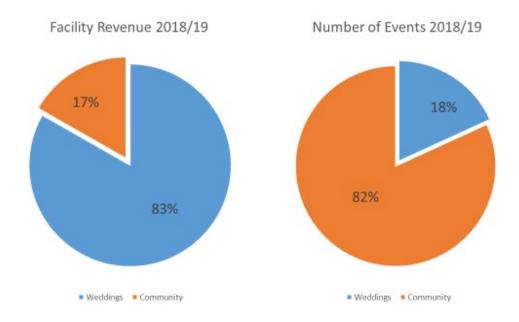
CONCLUSION VIII.

Staff recommends that the Board of Trustees makes a motion to approve the provided Facilities rate structure, for the Chateau and Aspen Grove for 2022/23.

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Facility Utilization and Revenue Mix

(figures are from last fully operational season)



Historical

Aspen Grove Wedding Expenses & Revenues

Non-Picture Pass Holder

08/17/2019 Aspen Grove Wedding – 85 guests		
Total Expenses	\$3,791.47	
Total Revenue	\$8,222.00	
Total Profit or (Loss)	\$4,430.53	
Profit/(Loss) % of Rev	54%	

7/19/2019 Aspen Grove Wedding – 48 guests		
Total Expenses	\$3,356.10	
Total Revenue	\$6,737.00	
Total Profit or (Loss)	\$3,380.90	
Profit/(Loss) % of Rev	50%	

Picture Pass Holder - 25% Discount

08/17/2019 Aspen Grove Wedding – 85 guests		
Total Expenses	\$3,791.47	
Total Revenue	\$6,166.50	
Total Profit or (Loss)	\$2,375.03	
Profit/(Loss) % of Rev	39%	

7/19/2019 Aspen Grove Wedding – 48 guests		
Total Expenses	\$3,356.10	
Total Revenue	\$5,052.75	
Total Profit or (Loss)	\$1,497.79	
Profit/(Loss) % of Rev	30%	

The Chateau Wedding Expenses & Revenues

Non-Picture Pass Holder

08/24/2019 Chateau Wedding - 170 guests		
Total Expenses	\$15,134.90	
Total Revenue	\$32,014.00	
Total Profit or (Loss)	\$16,879.10	
Profit/(Loss) % of Rev	53%	

7/3/2020 Chateau Wedding – 45 guests		
Total Expenses	\$2,669.18	
Total Revenue	\$7,261.99	
Total Profit or (Loss)	\$4,592.81	
Profit/(Loss) % of Rev	63%	

Picture Pass Holder - 25 % Discount

08/24/2019 Chateau Wedding – 170 guests		
Total Expenses	\$15,134.90	
Total Revenue	\$24,010.50	
Total Profit or (Loss)	\$8,875.60	
Profit/(Loss) % of Rev	37%	

7/3/2020 Chateau Weddi	ing – 45 guests
Total Expenses	\$2,669.18
Total Revenue	\$5,446.50
Total Profit or (Loss)	\$2,777.32
Profit/(Loss) % of Rev	51%

<u>M E M O R A N D U M</u>

TO: Board of Trustees

THROUGH: Indra Winquest

District General Manager

FROM: Paul Navazio

Director of Finance

SUBJECT: Fiscal Year 2022/2023 Budget Update and Facility Fee Discussion

DATE: March 30, 2022

Introduction

Staff is continuing to work on development of the District's FY2022/23 budget, informed by a series of budget workshops with the Board of Trustees. This agenda item is intended to provide an update on the FY2022/23 budget, and provides an opportunity for additional feedback and direction by the Board of Trustees prior to the adoption of the FY2022/23 Tentative Budget scheduled for the meeting of April 13th, and adoption of the FY2022/23 Final Budget scheduled for the meeting of May 25th.

In addition to providing the Board with a preview of updated revenues, expenditures and capital program elements for each of the District's venues and major funds, this agenda item also seeks Board direction related to the Recreation and Beach Facility Fee allocations to be incorporated into the FY2022/23 Tentative Budget. Final Board action of the 2022/23 Facility Fees will take place following the required Public Hearing and concurrent with adoption of the FY2022/23 Final Budget in late May.

Attachments:

- 1) Budget Update PowerPoint
- 2) DRAFT FY2022/23 Sources and Uses:
 - 2A) District-wide Summary (Major Funds)
 - 2B) Summary by Fund
- 3) DRAFT Five-Year Capital Improvement Plan Update



FY2022/23 Budget Update

Board of Trustees March 30, 2022



FY2022/23 PRELIMINARY Budget Update

- Updated Revenues and Expenditure Budget projections
 - Staffing / Personnel Costs
 - Operating Budgets
 - Capital Improvement Plan
- Updated of DRAFT Five-Year Forecasts
- Ongoing Review and Modifications prior to:
 - □ Tentative Budget April 13th
 - □ Final Budget May 25th
- FY2022/23 Facility Fees:
 - □ Baseline Assumptions
 - Allocation Scenarios
 - Board Direction



Update: FY2022/23 Preliminary Budget



COLA Increased to 6% in Preliminary Budget

Impact of 1% CPI on Personnel Costs*

	+ 1%	+ 2%
Fund	7%	8%
General Fund	28,968	57,936
Utility Fund	39,100	78,200
Golf Fund	10,167	20,334
Facilities Fund	4,742	9,484
Ski Fund	17,356	34,712
Recreation	6,493	12,986
CS Admin	1,577	3,154
Parks	1,584	3,168
Tennis	273	546
Beaches	3,792	7,584
Fleet	7,373	14,746
Engineering	8,059	16,118
Buildings	3,946	7,892
District-wide	\$ 133,430	\$ 266,860

^{*} Contingency to absorb potential increases within Prelim Budget

FY2022/23 Baseline Staffing Levels

			2022-2023	2022-2023
	2020-2021	2021-2022	Budget	Budget
	Budget	Budget	Baseline	Working
Activity:				
	Total	FTE		
Golf - Championship	30.2	31.4	30.9	31.1
Golf - Mountain	10.9	12.0	11.8	11.6
Facilities	10.4	11.8	11.8	9.2
Ski	75.9	75.4	75.5	76.7
Recreation	21.2	22.2	21.9	22.7
Parks	7.7	8.5	8.4	8.4
Tennis	1.5	2.2	2.2	2.2
Other Recreation	3.3	3.8	3.8	3.8
Subtotal Community Services	161.1	167.3	166.4	165.6
Beach	21.1	22.9	24.0	24.0
General Fund	23.0	24.5	24.6	26.9
Engineering	4.9	4.8	4.8	4.4
Fleet	7.0	7.0	7.0	7.0
Buildings	5.9	4.5	4.0	4.0
Utilities	35.2	37.5	37.5	40.2
	76.0	78.2	77.8	82.6
Total	258.2	268.4	268.2	272.2
Supplemental breakdowns for info	rmational pur	poses only		
Marketing	3.3	3.2	2.8	2.8
Food and Beverage	26.3	33.2	33.2	31.3



Proposed FY2022/23 Staffing Augmentations (Full-Time Year-Round Positions)

- General Fund
 - Executive Administrative Assistant
 - I/T Technician
- Utility Fund
 - PW Administrative Supervisor
 - ☐ Sr. Electrician Instrumentation Tech (restored)
- Community Services
 - Director of Food and Beverage Operations
 - ☐ Ski Lift Maintenance Tech



Preliminary FY2022/23 Budget

Review of Major Funds

FY2022/23 Preliminary Budget – By Fund

	General Fund	Utilities	Golf	Facilities	Ski	Recretion	Rec Admin	Parks	Tennis	Community	Beaches	Fleet	Engineering	Blgds.	District
	100	200	320	330	340	350	360	370	380	Services	390	410	420	430	Total
Row Labels															
Revenue															
Ad Valorem	(2,582,595)									-					(2,582,595
Consolidated Tax	(2,092,885)									_					(2,092,885
Charges for Services	(2,520)	(14,652,729)	(4,783,160)	(2,117,586)	(12,090,998)	(1,406,390)	272.975	(63,115)	(178,449)	(20,366,723)	(949,290)				(35,971,262
Facility Fee	(//	(, , -,	-	-	-	-	(4,923,830)	-	-	(4,923,830)	(1,394,640)				(6,318,470
Interfund		(236,500)			(15,735)		1, , ,	(107,267)		(123,002)		(1,446,306)	(1,004,500)	(984,646)	(3,794,954
Invest Inc.	(13,308)	(41,688)	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,400)	(108)	(216)	780	(105,948
Capital Grants					-	(500,000)		(80,000)		(580,000)	-				(580,000
Other Source	-	-	-	-	-	-	-	-	-	-	-				-
Operating Grants		-				(117,000)		(22,875)		(139,875)					(139,875
Misc. Rev.			(40,890)		(77,240)			(12,100)		(130,230)					(130,230
Transfers			-	-	-	-		(100,000)	-	(100,000)					(100,000
Revenue Total	(4,691,308)	(14,930,917)	(4,818,554)	(2,117,406)	(12,205,297)	(2,024,410)	(4,676,727)	(385,177)	(176,097)	(26,403,668)	(2,355,330)	(1,446,414)	(1,004,716)	(983,866)	(51,816,219
Expense															
Wages	2,831,440	3,739,248	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,944	644,135	631,848	340,980	17,804,113
Benefits	1,419,834	1,866,334	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,662	339,216	287,917	184,266	7,154,976
Professional Services	441,475	167,050	8,950	1,170	23,700	5,850		1,170	585	41,425	17,850		15,000		682,800
Services & Supplies	1,109,977	3,620,999	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,030	467,560	62,395	429,615	11,767,232
Insurance	57,900	221,900	100,600	12,800	234,500	60,900		14,500	3,900	427,200	41,300	5,900	4,400	6,300	764,900
Utilities	112,412	958,691	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,502	1,809	2,936	5,165	2,508,748
Cost of Goods Sold		-	728,871	464,700	558,200	45,720			10,578	1,808,069	117,600				1,925,669
Central Services Cost	(1,859,661)	551,278	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,363				-
Defensible Space		100,000					100,000			100,000					200,000
Capital Expend.	468,000	15,667,000	1,472,700	10,000	855,342	671,000	-	224,500	-	3,233,542	635,000	-			20,003,542
Debt Service		643,135	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,365				1,040,362
Extraordinary	100,000									-					100,000
Transfers	100,000	-					-			-	-				100,000
Expense Total	4,781,377	27,535,635	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,616	1,458,620	1,004,496	966,326	64,052,341
Net (Revennue) / Expense	90,069	12,604,719	2,372,600	17,047	(1,799,824)	1,332,005	(4,188,809)	945,386	116,198	(1,205,397)	752,286	12,206	(220)	(17,540)	12,236,123
Use of Fund Balance (Selected Capital)	(576,400)	(14,757,241)	(1,100,000)		(535,000)					(1,635,000)	(570,000)				(2,205,000
Net (Sources) / Uses	(486,331)	(2,152,522)	1,272,600	17,047	(2,334,824)	1,332,005	(4,188,809)	945,386	116,198	(2,840,397)	182,286				10,031,123



General Fund – Budget Highlights

- Administrative Staffing
- Technology Initiatives
- General Fund Support for:
 - Parks CIP Planning (Dog Park)
 - Engineering Admin/Overhead (Non-billable)
- Consideration of General Fund support to Utility Fund to supplement reserves pending implementation of Utility Rate adjustments.

General Fund Baseline Five-year Forecast

					Per Mid-Yr Rpt					
			Adopted	Amended		Prelim.				
	Actuals	Actual	Budget	Budget	Estimate	Budget		Fo	recast	
	FY2019/20	FY2020/21	FY2021/22	FY2021/22	FY2021/22	FY2022/23	FY2023/24	FY2024/25		FY2026/27
Beginning Fund Balance	\$ 3,765,586	\$ 4,630,149	\$ 5,161,761	\$ 5,730,559	\$ 5,730,559	\$ 6,032,688	\$ 5,942,619	\$ 6,257,492	\$ 6,342,645	\$ 6,564,825
SOURCES										
Ad Valorem Property Tax	\$ 1,706,170	\$ 1,760,049	\$ 1,948,610	. , ,	. , ,	\$ 2,582,595	. , ,	\$ 2,739,875	\$ 2,822,071	\$ 2,906,733
Consolidated Taxes	1,736,657	1,942,797	1,901,530	1,901,530	1,948,771	2,092,885	2,155,672	2,220,342	2,286,952	2,355,561
Charges for Services		162	2,400	2,400	200	2,520	2,520	2,520	2,520	2,520
Central Services Revenue				-	-	-	-	-	-	-
Non Operating Income/Leases				-	1,402					
Investment Earnings	432,643	68,488	65,700	65,700	10,257	13,308	13,308	13,308	13,308	13,308
Miscellaneous	952	251,713		-	-					
TOTAL SOURCES	\$ 3,876,422	\$ 4,023,209	\$ 3,918,240	\$ 3,918,240	\$ 3,956,582	\$ 4,691,308	\$ 4,831,572	\$ 4,976,045	\$ 5,124,851	\$ 5,278,122
USES										
Salaries and Wages	1,976,631	\$ 2,047,726	\$ 2,327,299	\$ 2,327,299	\$ 2,222,868	\$ 2,831,440	\$ 2 944 698	\$ 3,062,486	\$ 3,184,985	\$ 3,312,384
Employee Fringe	903,646	957,723	1,154,282	1,154,282	1,027,264	1,419,834	1,561,817	1,717,999	1,889,799	2,078,779
Total Personnel Cost	2,880,277	3,005,449		3,481,581	3,250,132	4,251,274	4,506,515		5,074,784	5,391,163
Professional Services	294,601	285,670	472,799	472,799		441,475	361,475		361,475	361,475
Services and Supplies	472,960	440,793	1,184,733	1,184,733	823,832	1,109,977	1,211,756		_ , , .	1,303,272
Insurance	48,240	51,394	55,000	55,000		57,900	60,216		65,130	67,735
Utilities	103,757	109,363	108,000	108,000	107,643	112,412	115,784	119,258	122,836	126,521
Cost of Goods Sold					-					
Central Services Cost					-					
Defensible Space					-					
Capital Improvements	279,424	365,878	,	429,085	429,085	468,000	195,000	,	105,000	157,500
Central Services Off-set	(1,367,400)	(1,335,748)	(1,546,624)	(1,546,624)	(1,402,547)	(1,859,660)	(1,934,046)	(2,011,408)	(2,091,865)	(2,175,539)
Contingency			100,000	100,000	-	100,000				
Transfers (Out)	300,000					100,000				
TOTAL USES	3,011,859	\$ 2,922,799	\$ 4,296,927	\$ 4,284,574	\$ 3,654,453	\$ 4,781,377	\$ 4,516,699	\$ 4,890,892	\$ 4,902,671	\$ 5,232,126
SOURCES(USES)	864,563	\$ 1,100,410	\$ (378,687)	\$ (366,334)	\$ 302,129	\$ (90,069)	\$ 314,873	\$ 85,153	\$ 222,180	\$ 45,996
Ending Fund Balance	4,630,149	\$ 5,730,559	\$ 4,783,074	\$ 5,364,225	\$ 6,032,688	\$ 5,942,619	\$ 6,257,492	\$ 6,342,645	\$ 6,564,825	\$ 6,610,821
Restricted	1,359,737	\$ 1,942,195	\$ 1,359,737	\$ 1,359,737	\$ 679,869	\$ -				
Unrestricted		\$ 3,788,364	\$ 3,423,337	\$ 4,004,488	\$ 5,352,820	\$ 5,942,619	\$ 6,257,492	\$ 6,342,645	\$ 6,564,825	\$ 6,610,821
Reserve Policy Level (15% of Expenses)	155,057	160,928	156,730	156,730	158,263	717,207	677,505	733,634	735,401	784,819
Excess/Available Fund Balance	3,115,355	3,627,436	3,266,607	3,847,758	5,194,556	5,225,412	5,579,987	5,609,011	5,829,424	5,826,002



Utility Fund – Budget Highlights

- UTILITY RATE STUDY / FINANCING PLAN
 - □ Cost-of-Service Analysis
 - Updated Effluent Pipeline Capital Costs
 - Proposed Bond Financing Plan recommended for Sewer and Water CIP
 - □ Financing Plan for building Utility Fund reserve (Board Policy)
 - Significant utility rate adjustments over 3-5 years;
 - Contingent on level of debt financing vs state/federal funding support
- Additional Staffing support for critical / essential functions
- Operations highly impacted by cost-escalation and extended lead-times
 - Treatment Plant Chemicals and Utilities

Utility Fund Five-Year Forecast

					Per Mid-Yr Rpt					
			Adopted	Amended	,	Prelim.				
	Actuals	Actual	Budget	Budget	Estimate	Budget		For	ecast	
	Actuals	Actual	Buuget	Buuget	Latinate	Buuget		1 010	ccasi	
	EV2040/20	EV2020/24	EV2024/22	EV2024/22	FY2021/22	EV2022/22	EV2022/24	EV2024/25	FY2025/26	EV2026/27
	FY2019/20	FY2020/21	FY2021/22	FY2021/22	F 1202 1/22	FY2022/23	F 12023/24	F 12024/25	F 12025/26	F 12026/21
Unrestricted Net Position	\$ 12,442,309	\$ 15,137,933	\$ 12,681,211	\$ 16,409,938	\$ 16,409,938	\$ 13,584,137	\$ 979,419	\$ 3,423,253	\$ 6,253,020	\$ 8,376,823
SOURCES										
Charges for Services	\$ 12.396.967	\$ 12,505,849	\$ 12.796.676	\$ 12,796,676	\$ 12.556.031	\$ 14,314,729	\$ 16 092 952	\$ 17 844 092	\$ 19,666,081	\$ 20,736,958
Franchise Fees	Ψ 12,000,001	\$ 325,211	Ψ 12,730,070		\$ -	\$ 338,000	\$ 351,520			
Intergovernmental - Operating Grants		39,857	31.000	31,000		,	ψ 001,020	Ψ 000,001	ψ 000,204	Ψ 000,412
Interfund Services	167,499	00,007	241,400	241,400			236.500	236.500	236,500	236,500
Investment Earnings	298,225	33.681	74,000	74,000	-		41,688	, ,		
Bond Proceeds	200,220	00,001	,000	1 1,000	11,100	11,000	10.800.000			
Proceeds from Capital Asset Dispositions	(22.322)				9.096		.0,000,000	12,200,000	.0,000,000	
TOTAL SOURCES	\$ 12.885.369	\$ 12.904.598	\$ 13.143.076	\$ 13.143.076	-,,		\$ 27.522.660	\$ 30.687.861	\$ 33.324.473	\$ 21.410.558
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-, -, -, -	-, -, -, -	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , ,		, , , , , , , , , , , , , , , , , , , ,
USES										
Salaries and Wages	\$ 2,869,747	\$ 2,844,275	\$ 3,079,621	\$ 3,079,621	\$ 2,831,405	\$ 3,739,248	\$ 3,926,210	\$ 4,122,521	\$ 4,328,647	\$ 4,545,079
Employee Fringe	1,281,734	1,357,142	1,644,339	1,644,339	1,386,789	1,866,334	2,015,641	2,176,892	2,351,043	2,539,127
Total Personnel Cost	4,151,481	4,201,417	4,723,960	4,723,960	4,218,194	5,605,582	5,941,851	6,299,413	6,679,690	7,084,206
Professional Services	221,815	227,259	182,050	182,050	161,229	167,050	175,403	184,173	193,381	203,050
Services and Supplies	2,107,062	2,030,189	2,140,076	2,839,235	2,268,697	3,620,999	3,110,499	3,345,999	3,325,999	3,398,499
Insurance	185,410	197,331	211,000	211,000	211,382	221,900	228,557	235,414	242,476	249,750
Utilities	894,515	815,167	933,004	933,004	882,075	958,691	997,039	1,036,920	1,078,397	1,121,533
Cost of Goods Sold	4,814	7,125		-	6,895					
Central Services Cost	353,700	356,440	447,540	447,540	405,849	551,278	573,329	596,262	620,113	644,917
Defensible Space	97,876	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Capital Improvements	1,529,939	3,053,120	4,279,000	6,988,157	6,723,157	15,667,000	12,439,000	12,313,000	15,213,700	2,695,320
Debt Service	643,133	644,545	643,129	643,129	643,129	643,135	1,513,149	3,746,913	3,746,913	3,482,552
TOTAL USES	\$ 10,189,745	\$ 11,632,593	\$ 13,659,759	\$ 17,068,075	\$ 15,620,607	\$ 27,535,635	\$ 25,078,826	\$ 27,858,094	\$ 31,200,669	\$ 18,979,828
SOURCES(USES)	\$ 2,695,624	\$ 1,272,005	\$ (516,683)	\$ (3,924,999)	\$ (2,825,801)	\$ (12,604,718)	\$ 2,443,834	\$ 2,829,767	\$ 2,123,803	\$ 2,430,730
Unrestricted Net Position	15,137,933	16,409,938	12,164,528	12,484,939	13,584,137	979,419	3,423,253	6,253,020	8,376,823	10,807,553
Restricted by Third Party		324,306								
Board "Reservation"	9,656,890	14,213,435	11,569,657	14,213,435	10,324,225	-	-	-	-	-
Operating Reserve Policy Level (25%)	2,004,168	1,983,732	2,184,408	2,359,197	2,063,580	2,806,375	2,781,669	2,949,545	3,060,014	3,200,489
Excess/Available Unrestriceted Net Position	3,476,875	212,771	(1,589,537)	(4,087,693)		(1,826,956)	641,584	3,303,475	5,316,809	7,607,064
Capital Reserve (1 year of 3 year Avg Depreciation)						3,188,160	3,318,718	3,552,935	3,889,760	4,222,808
Total Reserve Policy Requirement						5,994,535	6,100,387	6,502,480	6,949,774	7,423,297
Excess/Available Fund Balance						(5,015,116)	(2,677,134)	(249,460)	1,427,049	3,384,256



Community Services Fund – Budget Highlights

- Update Charges for Services per Pricing Guidelines
- Includes \$100,000 funding commitment from Washoe County for Youth and Adult Programming (Recreation)
- Includes \$500,000 Capital Grant Recreation Center Expansion Project
- Includes \$100,000 transfer from General Fund to support Dog Park Planning
- CIP Includes \$1.635 million funded from available fund balance
 - Mountain Golf Course Paths (Phase II) \$1.1 million
 - □ Replacement of one Diamond Peak Shuttle Bus \$125,000 (van)
 - □ RFID Implementation (Diamond Peak) \$410,000

Community Services Fund Five-Year Forecast

					Per Mid-Yr Rpt					
			Adopted	Amended		Prelim.				
	Actuals	Actual	Budget	Budget	Estimate	Budget		For	ecast	
	FY2019/20	FY2020/21	FY2021/22	FY2021/22	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27
Beginning Fund Balance	\$ 13,333,953	\$ 15,280,913	10,684,999	15,890,932	15,890,932	12,130,352	13,335,749	12,784,392	8,934,660	6,759,378
SOURCES										
	A 45 405 400	A 40 000 540	A 40 404 F00	A 40 404 500	0 47 400 404	A 00 000 700	A 00 077 705	A 04 007 0F0	A 00 055 000	* 00 000 000
Charges for Services	\$ 15,485,428		\$ 18,161,582	\$ 18,161,582		\$ 20,366,723	\$ 20,977,725	\$ 21,607,056	\$ 22,255,268	\$ 22,922,926
Facility Fees - Operating	2,041,702	1,735,612	410,150	410, 150	410,150					
Facility Fees - Capital	3,322,215	536,571	440.450	- 440.450	- 440.450					
Facility Fees - Debt	410,150	412,748	410,150	410,150	410,150	4 000 000	4 000 000	4 000 000	4 000 000	4.000.000
Facility Fees	5,774,067	2,684,931	820,300	820,300	820,300	4,923,830	4,923,830	4,923,830	4,923,830	4,923,830
Rents			12,100	12,100	2,890		-	-	-	
Intergovernmental - Operating Grants	1,689,644	53,997	34,800	34,800	49,132	130,230	130,230	130,230	130,230	130,230
Interfund Services	76,558	91,769	99,911	99,911	117,511	123,002	-,	123,002	123,002	123,002
Non Operating Leases	116,042	119,697	118,130	118,130	118,130	139,875		139,875	139,875	139,875
Investment Earnings	126,143	4,471	26,250	26,250	12,605	40,008		40,008	40,008	40,008
Capital Grant		88,505	80,000	80,000	80,000	580,000	13,080,000	12,580,000	80,000	80,000
Proceeds from Capital Asset Dispositions	288,187	53,750		-	182,749					
Transfers (IN)	241,875					100,000		-	-	
TOTAL SOURCES	\$ 23,797,944	\$ 19,189,632	\$ 19,353,073	\$ 19,353,073	\$ 18,522,418	\$ 26,403,668	\$ 39,414,670	\$ 39,544,001	\$ 27,692,213	\$ 28,359,871
USES										
Salaries and Wages		\$ 6,159,583	\$ 7,313,032	\$ 7,313,032	\$ 6,774,944	\$ 8,536,518	\$ 8,792,614	\$ 9,056,392	\$ 9,328,084	\$ 9,607,926
Employee Fringe		1,942,751	\$ 2,379,777	\$ 2,379,777				\$ 2,953,276		\$ 3,133,13
Total Personnel Cost		8,102,334	9,692,809	9,692,809	, , , , , ,	11,320,264	11,659,872	12,009,668	12,369,958	12,741,057
Professional Services		388,925	44,625	44,625	13,671	41,425	41,425	41,425	41,425	41,42
Services and Supplies		4,016,395	5,012,480	5,295,380	3,907,139	5,399,656	5,598,051	5,732,047	5,964,284	6,434,302
Insurance		367,254	403,100	403,100	413,661	427,200	440,016	453,216	466,813	480,817
Utilities		1,129,611	1,258,234	1,258,234	1,101,015	1,306,233	1,306,233	1,306,233	1,306,233	1,306,233
Cost of Goods Sold		1,046,171	1,688,855	1,688,855	1,283,388	1,808,069	1,808,069	1,808,069	1,808,069	1,808,069
Central Services Cost		882,970	980,404	980,404	889,074	1,171,020	1,217,861	1,266,575	1,317,238	1,369,928
Defensible Space		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Capital Improvements	5,059,031	2,165,510	3,543,430	5,631,814		3,233,542		20,676,500	6,493,475	1,996,790
Debt Service	384,354	380,443	386,629	386,629	386,629	390,862	-	-	-	
TOTAL USES	\$ 21,989,489	\$ 18,579,613	\$ 23,110,566	\$ 25,481,850	\$ 22,282,998	\$ 25,198,271	\$ 39,966,026	\$ 43,393,734	\$ 29,867,495	\$ 26,278,62
SOURCES(USES)	\$ 1,808,455	\$ 610,019	\$ (3,757,493)	\$ (6,128,777)	\$ (3,760,580)	\$ 1,205,397	\$ (551,357)	\$ (3,849,733)	\$ (2,175,282)	\$ 2,081,250
Prior Year Adjustments	138,505									
Ending Fund Balance	\$ 15,280,913	\$ 15,890,932	\$ 6,927,506	\$ 9,762,155	\$ 12,130,352	\$ 13,335,749	\$ 12,784,392	\$ 8,934,660	\$ 6,759,378	\$ 8,840,628
Operating Reserve Policy Level (25%)	4,136,526	4,008,415	4,795,127	4,865,852	4,160,834	5,393,467	5,542,882	5,679,308	5,843,505	6,070,458
Excess/Available Fund Balance	11,144,387	11,882,517	2,132,379	4,896,303	7,969,519	7,942,282	7,241,511	3,255,351	915,873	2,770,170
Capital Reserve (1 year of 3 year Avg Depreciation)						2,785,000	2,785,000	2,785,000	2,785,000	2,785,000
Total Reserve Policy Requirement						8,178,467	8,327,882	8,464,308	8,628,505	8,855,458
Excess/Available Fund Balance						5,157,282	4,456,511	470,351	(1,869,127)	(14,830



Beach Fund – Budget Highlights

- Update Revenue Estimates
- CIP Includes \$570,000 funded from available fund balance
 - □ Beach Boat Ramp Improvements \$250,000 (under review)
 - □ Ski Beach Bridge Replacement \$120,000
 - □ Beach Access Improvements \$200,000
- Beach Food and Beverage Concessions
 - □ Budget still includes Revenues and Expenses from In-house services
 - RFP issued for potential concession agreement for F&B

Beach Fund Five-Year Forecast

					Pe	r Mid-Yr Rpt										
						,		Prelim.								
	_	Actuals		Actual	E	Estimate		Budget				Fore	cas	st		
		2019/20		/2020/21	_	Y2021/22		Y2022/23	F	Y2023/24	F'	Y2024/25		Y2025/26	F,	Y2026/27
	• •	2010/20	•	12020/21	•	12021/22	•	I LULL/LU	•	12020/24	•	1202-120	•	12020/20	•	12020/21
Beginning Fund Balance	\$	1,810,378	\$	2,591,632	\$	4,332,485	\$	4,727,750	\$	3,975,464	\$	1,330,607	\$	(2,278,242)	\$	(3,598,244)
SOURCES																
Charges for Services	\$	1,619,582	\$	839,405	\$	521,712	\$	949,290	\$	977,769	\$	1,007,102	\$	1,037,315	\$	1,068,434
Facility Fees - Operating				648,974		1,084,720				-		-		-		-
Facility Fees - Capital				3,196,016		4, 176, 172										
Facility Fees - Debt				7,720		7,748										
Facility Fees		966,817		3,852,710		5,268,640		1,394,640		1,394,640		1,394,640		1,394,640		1,394,640
Investment Earnings		28,442		635		5,158		11,400		11,400		11,400		11,400		11,400
TOTAL SOURCES	\$	2,614,841	\$	4,692,750	\$	5,795,510	\$	2,355,330	\$	2,383,809	\$	2,413,142	\$	2,443,355	\$	2,474,474
USES																
Salaries and Wages			\$	800,751	\$	818,993	\$	1,079,944	\$	1,123,142	\$	1,168,067	\$	1,214,790	\$	1,263,382
Employee Fringe				198,994		,				284,608		295,993	\$	307,833	\$	320,146
Total Personnel Cost				999,745		1,031,093		1,353,606		1,407,750		1,464,060	·	1,522,623		1,583,528
Professional Services				227,462		6,000		17,850		17,850		17,850		17,850		17,850
Services and Supplies				375,051		448,767		677,030		903,796		575,035		592,286		640,054
Insurance				36,760		39,371		41,300		42,539		43,815		45,130		46,484
Utilities				119,172		101,984		121,502		125,147		128,901	_	132,769	_	136,752
Cost of Goods Sold				80,661		38,471		117,600		117,600		117,600		117,600		117,600
Central Services Cost				96,338		107,624		137,363		141,484		145,728		150,100		154,603
Capital Improvements		82,009		1,010,438		3,620,639		635,000		2,272,500		3,529,000		1,185,000		35,000
Debt Service		6,289		6,270		6,296		6,365								
TOTAL USES	\$	1,833,587	\$	2,951,897	\$	5,400,245	\$	3,107,616	\$	5,028,666	\$	6,021,990	\$	3,763,357	\$	2,731,870
SOURCES(USES)	\$	781,254	\$	1,740,853	\$	395,265	\$	(752,286)	\$	(2,644,857)	\$	(3,608,848)	\$	(1,320,002)	\$	(257,396)
Ending Fund Balance	\$	2,591,632	\$	4,332,485	\$	4,727,750	\$	3,975,464	\$	1,330,607	\$	(2,278,242)	\$	(3,598,244)	\$	(3,855,640)
Operating Reserve Policy Level (25%)	Ψ	436,322	Ψ	483,797	Ψ	443,328	Ť	616,563	Ψ_	689,042	Ψ	623,248	Ψ	644,589	Ψ	674,218
Excess/Available Fund Balance		2,155,310		3,848,688		4,284,423		3,358,901		641,565		(2,901,489)		(4,242,833)		(4,529,857)
														,		
Capital Reserve (1 year of 3 year Avg Depreciation	on)							184,260		184,260		184,260		184,260		184,260
Total Reserve Policy Requirement								800,823		873,302		807,508		828,849		858,478
Excess/Available Fund Balance								3,174,641		457,305		(3,085,749)		(4,427,093)		(4,714,117)



Preliminary FY2022/23 Budget

Capital Improvement Plan
Capital Budget
Operating Budget (Maintenance/Repairs



2023 Capital Improvement Project Summary

Run Date: 3/30/2022

CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY	Approved 2023	Updated 2023	Approved 2024	Updated 2024	Approved 2025	Updated 2025	Approved 2026	Updated 2026	Plan 2027	Updated 2027	Approved Total	Updated Total
General Fund	\$ 534,000	\$ 556,400	\$ 265,000	\$ 350,000	\$ 480,000	\$ 490,000	\$ 212,000	\$ 245,000	\$ 258,200	\$ 297,500	\$ 1,749,200	\$ 1,938,900
Utility Fund												
Shared	871,000	962,000	399,500	557,500	877,320	748,000	928,700	1,090,700	728,500	1,052,820	3,805,020	4,411,020
Water	1,656,000	1,795,000	941,000	1,276,000	1,195,000	1,370,000	2,505,000	2,625,000	1,100,000	1,645,000	7,397,000	8,711,000
Sewer	2,347,500	13,935,000	2,675,000	11,120,000	2,990,000	10,945,000	3,773,000	12,228,000	230,000	800,000	12,015,500	49,028,000
Sub-Total Utility Fund	\$ 4,874,500	\$ 16,692,000	\$ 4,015,500	\$ 12,953,500	\$ 5,062,320	\$ 13,063,000	\$ 7,206,700	\$ 15,943,700	\$ 2,058,500	\$ 3,497,820	\$ 23,217,520	\$ 62,150,020
Community Comitoes Fired												
Community Services Fund	000 700	074 700	4 057 000	474 000	040.000	054.000	4 404 000	550,000	440.070	040.070	4 000 050	0.074.050
Golf - Championship	286,700	374,700	1,257,900	474,900	910,300	954,300	1,164,880	559,880	418,270	610,270	4,038,050	2,974,050
Golf - Mountain	620,500	1,158,500	689,500	745,700	890,200	405,000	35,000	35,000	437,500	437,500	2,672,700	2,781,700
Facilities	138,500	100,000	104,000	80,000	91,620	75,000	27,175	80,875	105,420	137,120	466,715	472,995
Ski	4,477,800	950,342	656,900	2,301,400	707,500	5,421,000	2,913,798	5,719,900	6,548,099	681,300	15,304,097	15,073,942
Recreation	428,500	678,500	610,720	12,593,000	364,700	13,507,200	163,100	180,820	79,000	279,000	1,646,020	27,238,520
CS Admin	-	-	64,000	64,000	-	-	-	-	-	-	64,000	64,000
Parks	395,500	253,000	435,000	1,797,000	563,500	589,000	121,900	289,000	207,100	490,000	1,746,500	3,418,000
Tennis	5,000	5,000	33,000	70,000	32,500	32,500	35,000	5,000	41,000	41,000	146,500	153,500
Sub-Total Community Services Fund	\$ 6,352,500	\$ 3,520,042	\$ 3,851,020	\$ 18, 126, 000	\$ 3,560,320	\$ 20,984,000	\$ 4,460,853	\$ 6,870,475	\$ 7,836,389	\$ 2,676,190	\$ 26,084,582	\$ 52,176,707
Beaches	349,000	786,500	449,500	2,635,000	283, 100	3,546,500	1,757,700	1,202,500	2,351,000	82,500	5, 190, 300	8, 253, 000
Internal Services												
Fleet	30,000	-	12,000	12,000	28,000	42,000	-	18,000	-	-	70,000	72,000
Buildings	-	-	· -	-	21,200	21,200	45,000	45,000	-	-	66,200	66,200
Sub-Total Internal Services Fund	\$ 30,000	\$ -	\$ 12,000	\$ 12,000	\$ 49,200	\$ 63,200	\$ 45,000	\$ 63,000	\$ -	\$ -	\$ 136,200	\$ 138,200
TOTAL CAPITAL IMPROVEMENT PLAN PROJECTS	\$12.140.000	\$21.554.942	\$ 8.593.020	\$ 34.076.500	\$ 9.434.940	\$38.146.700	\$13.682.253	\$ 24.324.675	\$12.504.089	\$ 6.554.010	\$ 56,377,802	\$ 124.656.827



2023 Capital Improvement Project Summary

Run Date: 3/30/2022

		Approved Updated	Approved Updated	Approved Updated 2025 2025	Approved Updated 2026 2026	Plan Updated 2027	Approved Updated 5-YR Total 5-YR Total
CIP FINANCING PLAN		2020	2024	2020	2020	2021	0-11C Total
General Fund							
Current Revenues		\$ 80,0	000 \$ 155,0	00 \$ 140,000	\$ 140,000	\$ 140,000	\$ 155,000
Fund Balance		576,4	100 345,0	00 350,000	105,000	157,500	1,533,900
Grants							-
Debt							-
Transfer In / (Out)		(100,0					(250,000)
Sub-Total General F	und	\$ 556,4	\$ 350,0	\$ 490,000	\$ 245,000	\$ 297,500	\$ 1,938,900
Utility Fund							
Current Revenues		\$ 1,934,7	759 \$ 1,153,5	00 \$ 863,000	\$ 2,943,700	\$ 3,497,820	\$ 10,392,779
Fund Balance		11,382,2		00			12,382,241
Grants		3,375,0					3,375,000
Debt							36,000,000
Sub-Total Utility Fun	I	\$16,692,0	000 \$12,953,5	00 \$13,063,000	\$15,943,700	\$ 3,497,820	\$ 62,150,020
Community Services F							
Current Revenues /	acility Fees	\$ 1,285,0			\$ 6,865,475	\$ 2,671,190	\$ 21,353,507
Fund Balance		1,635,0					4,479,200
Operating Grants			42,5		5,000	5,000	94,000
Grants		500,0	000 13,000,0	00 12,500,000			26,000,000
Debt							-
Transfer In / (Out)		100,0			<u> </u>	<u> </u>	250,000
Sub-Total Communit	/ Services Fund	\$ 3,520,0	942 \$18,126,0	00 \$20,984,000	\$ 6,870,475	\$ 2,676,190	\$ 52,176,707
Beach Fund							
Current Revenues /	acility Fees	\$ 216,5			\$ 1,202,500	\$ 82,500	\$ 2,383,000
Fund Balance		570,0	000 800,0	00			1,370,000
Grants							-
Debt			1,500,0				4,500,000
Sub-Total Beach Fu	d Fund	\$ 786,5	500 \$ 2,635,0	00 \$ 3,546,500	\$ 1,202,500	\$ 82,500	\$ 8,253,000
Internal Service Fund(s)						
Current Revenues		\$	- \$ 12,0	00 \$ 63,200	\$ 63,000	\$ -	\$ 138,200
Fund Balance							-
Grants							-
Debt					 		
Sub-Total Internal S	ervice Fund	\$	\$ 12,0	\$ 63,200	\$ 63,000	\$ -	\$ 138,200
Distrt-Wide - All Funds							
Current Revenues		\$ 3,516,3			\$11,214,675	\$ 6,391,510	\$ 34,922,486
Fund Balance		14,163,6			105,000	157,500	19,765,341
Opearaitng Grants			42,5		5,000	5,000	94,000
Grants		3,875,0			-	-	29,375,000
Debt		•	12,300,0		13,000,000	-	40,500,000
Transfer In / (Out)			 	-			-
Total District-wide -	All Funds	\$21,554,9	\$34,076,5	\$38,146,700	\$24,324,675	\$ 6,554,010	\$ 124,656,827

Capital Budget –

(excl. Maintenance and other items to be expensed)

	Aj	pproved	Updated	Approved	Updated	Approved	Updated	Approved	Updated	Plan	Updated	Approved	Updated
CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY		2023	2023	2024	2024	2025	2025	2026	2026	2027	2027	Total	Total
General Fund	\$	454,000	\$ 468,000	\$ 185,000	\$ 195,000	\$ 325,000	\$ 350,000	\$ 72,00	\$ 105,000	\$ 157,500	\$ 157.500	\$ 1,193,500	\$ 1,275,500
General Fullu	Ψ	454,000	\$ 400,000	\$ 165,000	\$ 195,000	\$ 323,000	\$ 350,000	\$ 72,00	3 105,000	\$ 157,500	\$ 157,500	\$ 1,193,500	\$ 1,275,500
Utility Fund													
Shared		535,000	122,000	327,000	398,000	557,320	428,000	608,70	770,700	656,000	980,320	2,684,020	2,699,02
Water		1,556,000	1,695,000	691,000	1,026,000	870,000	995,000	2,150,00	2,270,000	600,000	970,000	5,867,000	6,956,00
Sewer		2,262,500	13,850,000	2,570,000	11,015,000	2,935,000	10,890,000	3,718,00	12,173,000	175,000	745,000	11,660,500	48,673,000
Sub-Total Utility Fund	\$	4,353,500	\$ 15,667,000	\$ 3,588,000	\$ 12,439,000	\$ 4,362,320	\$ 12,313,000	\$ 6,476,70	5 15,213,700	\$ 1,431,000	\$ 2,695,320	\$ 20,211,520	\$ 58,328,020
Community Services Fund													
Golf - Championship		206,700	334,700	622,900	449,900	878,300	929,300	1,159,88	554,880	383,270	575,270	3,251,050	2,844,050
Golf - Mountain		600,000	1,138,000	667,000	723,200	801,700	322,500	-	_	-	-	2,068,700	2,183,700
Facilities		48,500	10,000	36,000	12,000	91,620	75,000	27,17	80,875	49,920	81,620	253,215	259,49
Ski		4,457,800	855,342	636,900	2,268,900	634,500	5,333,500	2,691,79	5,507,900	6,548,099	668,800	14,969,097	14,634,442
Recreation		421,000	671,000	587,720	12,570,000	357,200	13,507,200	122,10	139,820	73,000	273,000	1,561,020	27,161,020
CS Admin		-	-	64,000	64,000	-	-	-	-	-	-	64,000	64,000
Parks		254,500	224,500	371,500	1,683,500	539,000	499,000	-	210,000	167,100	362,100	1,332,100	2,979,100
Tennis		-	-	23,000	23,000	10,000	10,000		-	36,000	36,000	69,000	69,000
Sub-Total Community Services Fund	\$	5,988,500	\$ 3,233,542	\$ 3,009,020	\$ 17,794,500	\$ 3,312,320	\$ 20,676,500	\$ 4,000,95	3 \$ 6,493,475	\$ 7,257,389	\$ 1,996,790	\$ 23,568,182	\$ 50,194,80
Beaches		182,500	635,000	424,500	2,272,500	229,000	3,529,000	1,739,20	1, 185, 000	2,000,000	35,000	4,575,200	7,656,500
Internal Services													
Fleet		30,000	-	12,000	12,000	28,000	42,000	-	18,000	-	_	70,000	72,000
Buildings		-	-	-	-	21,200	21,200		45,000	-	-	66,200	66,200
Sub-Total Internal Services Fund	\$	30,000	\$ -	\$ 12,000	\$ 12,000	\$ 49,200	\$ 63,200	\$ 45,00	\$ 63,000	\$ -	\$ -	\$ 136,200	\$ 138,200
TOTAL CAPITAL IMPROVEMENT PLAN PROJECTS	\$	11.008.500	\$ 20.003.542	\$ 7.218.520	\$ 32.713.000	\$ 8.277.840	\$ 36.931.700	\$ 12,333,85	3 \$ 23.060.175	\$ 10.845.889	\$ 4.884.610	\$ 49.684.602	\$ 117.593.027

Capital Maintenance Projects

														_	
CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY	P	rior Year	Updated 2023		Approved 2024	Updated 2024	Approved 2025	Updated 2025	Approved 2026	Updated 2026	Plan 2027	Updated 2027	Approved Total		Jpdated Total
General Fund	\$	80,000	\$ 88,	400	\$ 80,000	\$ 155,000	\$ 155,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 100,700	\$ 140,000	\$ 555,700	\$	663,400
Utility Fund															
Shared		336,000	840,	000	72,500	159,500	320,000	320,000	320,000	320,000	72,500	72,500	1,121,000		1,712,000
Water		100,000	100,	000	250,000	250,000	325,000	375,000	355,000	355,000	500,000	675,000	1,530,000		1,755,000
Sewer		85,000	85,	000	105,000	105,000	55,000	55,000	55,000	55,000	55,000	55,000	355,000	1	355,000
Sub-Total Utility Fund	\$	521,000	\$ 1,025,	000	\$ 427,500	\$ 514,500	\$ 700,000	\$ 750,000	\$ 730,000	\$ 730,000	\$ 627,500	\$ 802,500	\$ 3,006,000	\$	3,822,000
Community Services Fund															
Golf - Championship		80,000	40,	000	635,000	25,000	32,000	25,000	5,000	5,000	35,000	35,000	787,000		130,000
Golf - Mountain		20,500	20,	500	22,500	22,500	88,500	82,500	35,000	35,000	437,500	437,500	604,000		598,000
Facilities		90,000	90,	000	68,000	68,000	-	-	-	-	55,500	55,500	213,500		213,500
Ski		20,000	95,	000	20,000	32,500	73,000	87,500	222,000	212,000	-	12,500	335,000		439,500
Recreation		7,500	7,	500	23,000	23,000	7,500	-	41,000	41,000	6,000	6,000	85,000		77,500
CS Admin		-		- [-	-	-	-	-	-	-	-	-		-
Parks		141,000	28,	500	63,500	113,500	48,000	90,000	121,900	79,000	40,000	127,900	414,400		438,900
Tennis		5,000	5,	000	10,000	47,000	22,500	22,500	35,000	5,000	5,000	5,000	77,500		84,500
Sub-Total Community Services Fund	\$	364,000	\$ 286,	500	\$ 842,000	\$ 331,500	\$ 271,500	\$ 307,500	\$ 459,900	\$ 377,000	\$ 579,000	\$ 679,400	\$ 2,516,400	\$	1,981,900
Beaches		166,500	151,	500	25,000	362,500	54,100	17,500	18,500	17,500	351,000	47,500	615,100		596,500
TOTAL CAPITAL IMPROVEMENT PLAN PROJECTS	\$	1,131,500	\$ 1,551,	100	\$ 1,374,500	\$ 1,363,500	\$ 1,180,600	\$ 1,215,000	\$ 1,348,400	\$ 1,264,500	\$ 1,658,200	\$ 1,669,400	\$ 6,693,200	\$	7,063,800

Projects not meeting the District's capitalization criteria will be budgeted and recorded as operating expenditures in the fiscal year incurred.



Preliminary FY2022/23 Budget

Facility Fee Allocations

Historical Facility Fee Allocations

			FACILITY	Y FEE ALLOC	ATION PER	PARCEL			
				Baseline FY20	22/23 Budget				
	Histo	orical Recreat	ion Fee Per Pa	arcel	His	torical Beach	Fee Per Parce	el	TOTAL
	Operating	Capital Projects	Debt Service	Total Recreation Fee	Operating	Capital Projects	Debt Service	Total Beach Fee	Combined Fee(s)
2022-23	225	325	50	600	140	39	1	180	78
2021-22	50	-	50	100	165	514	1	680	78
2020-21	215	65	50	330	85	414	1	500	83
2019-20	250	405	50	705	85	39	1	125	83
2018-19	215	440	50	705	85	39	1	125	83
2017-18	215	330	160	705	85	39	1	125	83
2016-17	250	320	160	730	75	24	1	100	83
2015-16	266	308	156	730	75	24	1	100	83
2014-15	211	303	216	730	65	-	35	100	83
2013-14	239	277	214	730	63	-	37	100	83
2012-13	258	199	273	730	66	17	17	100	83
2011-12	199	242	274	715	98	-	17	115	83
2010-11				730	_			100	83
2009-10				623				113	73
2008-09				605				155	70

Baseline FY2022/23 Facility Fee Allocations

		ALLOCA	TION OF F	ACILITY FE	ES PER FY2	2022/23 BASE	LINE BUDG	ET			
	Facility F	ee Allocations				Facility F	ee Revenues E	By Fund			
320 330 340 350 360 370 380 R								Roll-up	390		
Facility Fee charged to # Parcels:	8,206	7,748	GOLF	Facilities	Ski	Recreation	CS Admin	Parks	Tennis	Total Comm. Svcs	Beach
Golf - Championship										-	
Golf - Mountain										-	
Facilities										-	
Diamond Peak Ski										-	
Youth & Family Programming										-	
Senior Programming										-	
Adult Programs										-	
Recreation Center Activities										-	
Comm. Services Administration							-			-	
Parks								-		-	
Tennis									-	-	
Beach		140								-	1,084,720
Per Parcel Operating Component	-	140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	1,084,720
Per Parcel Capital Exp. Component	550	39					4,513,300			4,513,300	302,172
Per Parcel Debt Service Component	50	1					410,300			410,300	7,748
Total Facility Fee Per Parcel	\$ 600	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ 4,923,600	\$ -	\$ -	\$ 4,923,600	\$ 1,394,640
										\$	6,318,240



Facility Fee Considerations

- Baseline Budget <u>preliminarily</u> retains \$780 Facility Fee
 - □ Recreation Fee \$600
 - □ Beach Facility Fee \$180
- Facility Fee Rate(s) and Allocation recommendation pending
 - Refinement of FY2022/23 Capital Budget and Multi-year CIP
 - □ Level of cost-recovery from Charges for Services across venues
 - □ Update of Community Services and Beach Funds <u>Five-Year Forecasts</u>
- Policy consideration in setting Facility Fee
 - □ Continue to cover Capital, Debt and Support for Programs/Services
 - Continue to cover capital costs (EXCLUDING projects funded thru Fund Balance)
 - □ Facility Fee allocation to cover Resident discounts (relative full-cost recovery fee levels).

Preliminary FY2022/23 Budget

Row Labels Revenue Ad Valorem Consolidated Tax	320	330	340	350	360	370	380		
Revenue Ad Valorem					300	3/0	300	Services	390
Ad Valorem									
Consolidated Tax								-	
								_	
Charges for Services	(4,783,160)	(2,117,586)	(12,090,998)	(1,406,390)	272,975	(63,115)	(178,449)	(20,366,723)	(949,290)
Facility Fee	(4,765,166)	(2,117,500)	(12,030,330)	(1,400,330)	(4,923,830)	(03,113)	(170,443)	(4,923,830)	(1,394,640)
Interfund			(15,735)		(-1,525,050)	(107,267)		(123,002)	(1,331,010)
interrunu			(13,733)			(107,207)		(123,002)	
Invest Inc.	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,400)
Capital Grants	, , ,		- '	(500,000)	(-,- ,	(80,000)	,	(580,000)	-
Other Source	-	-	-	-	-	-	-	-	_
Operating Grants				(117,000)		(22,875)		(139,875)	
Misc. Rev.	(40,890)		(77,240)	(,,		(12,100)		(130,230)	
Transfers	-	-	-	-		(100,000)	-	(100,000)	
Revenue Total	(4,818,554)	(2,117,406)	(12,205,297)	(2,024,410)	(4,676,727)	(385,177)	(176,097)	(26,403,668)	(2,355,330)
Expense									
Wages	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,944
Benefits	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,662
Professional Services	8,950	1,170	23,700	5,850		1,170	585	41,425	17,850
Services & Supplies	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,030
Insurance	100,600	12,800	234,500	60,900		14,500	3,900	427,200	41,300
Utilities	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,502
Cost of Goods Sold	728,871	464,700	558,200	45,720			10,578	1,808,069	117,600
Central Services Cost	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,363
Defensible Space					100,000			100,000	
Capital Expend.	1,472,700	10,000	855,342	671,000	-	224,500	-	3,233,542	635,000
Debt Service	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,365
Extraordinary								-	
Transfers					-			-	-
Expense Total	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,616
Net (Revennue) / Expense	2,372,600	17,047	(1,799,824)	1,332,005	(4,188,809)	945,386	116,198	(1,205,397)	752,286
Use of Fund Balance (Selected Capital)	(1,100,000)		(535,000)					(1,635,000)	(570,000)
Net (Sources) / Uses	1,272,600	17,047	(2,334,824)	1,332,005	(4,188,809)	945,386	116,198	(2,840,397)	182,286

ı	(2,892,432)	(1)	0	(0)	•	(2,334,824)	(170,083)	(387,525)	Net (Sources) / Uses
(5/0,000)	(1,635,000)					(535,000)		(1,100,000)	Use of Fund Balance (Selected Capital)
(120,000)	(1)					(121 000)		(1 100 000)	
570,000	(1,257,432)	(1)	0	(0)	ı	(1,799,824)	(170,083)	712,475	Net (Revennue) / Expense
3,107,615	25,198,271	292,295	1,330,563	487,918	3,356,415	10,405,473	2,134,453	7,191,154	Expense Total
		_		1					Transfers
	'								Extraordinary
6,365	390,862	1,304	3,005		2,229	19,769	177,130	187,425	Debt Service
635,000	3,233,542		224,500	1	671,000	855,342	10,000	1,472,700	Capital Expend.
	100,000			100,000					Defensible Space
137,363	1,171,020	17,036	62,825	20,221	142,076	510,676	109,517	308,669	Central Services Cost
117,600	1,808,069	10,578			45,720	558,200	464,700	728,871	Cost of Goods Sold
121,502	1,306,233	11,780	112,091	5,531	122,956	648,235	56,129	349,511	Utilities
41,300	427,200	3,900	14,500		60,900	234,500	12,800	100,600	Insurance
677,030	5,399,656	87,939	378,057	74,455	609,585	2,312,560	548,879	1,388,181	Services & Supplies
17,850	41,425	585	1,170		5,850	23,700	1,170	8,950	Professional Services
273,662	2,783,746	30,422	115,054	79,485	389,073	1,322,133	239,496	608,083	Benefits
1,079,944	8,536,518	128,751	419,361	208,226	1,307,026	3,920,358	514,632	2,038,164	Wages
									Expense
(2,537,615)	(26,455,703)	(292,295)	(1,330,563)	(487,918)	(3,356,415)	(12,205,297)	(2,304,536)	(6,478,679)	Revenue Total
	(100,000)	1	(100,000)		1	1			Transfers
	(130,230)		(12,100)			(77,240)		(40,890)	Misc. Rev.
	(139,875)		(22,875)		(117,000)				Operating Grants
				1	1	ı	1	-	Other Source
1	(580,000)		(80,000)		(500,000)	1			Capital Grants
(11,400)	(40,008)	2,352	180	(25,872)	(1,020)	(21,324)	180	5,496	Invest Inc.
	(123,002)		(107,267)			(15,735)			Interfund
(946,060)	(2,299,830)	(151,652)	(717,881)	(737,121)	(693,176)				
(641,365)	(2,749,293)	(1,304)	(227,505)		(673,229)		(187,130)	(1,660,125)	Facility Fee
(938,790)	(20,293,465)	(141,691)	(63,115)	275,075	(1,371,990)	(12,090,998)	(2,117,586)	(4,783,160)	Charges for Services
									Consolidated Tax
	•								Ad Valorem
									Revenue
									Row Labels
390	Services	380	370	360		340		320	
Beaches	Community	Tennis	Parks	Rec Admin	Recretion	Ski	Facilities	Golf	
	90)	ាd Beaches (39	ennis (380), an), Parks (370) ,T	, CS Admin (360	ecreation (350),	subsidy for Re	PLUS Operating subsidy for Recreation (350), CS Admin (360), Parks (370), Tennis (380), and Beaches (390)	

	-	FACILITY FEE CO							
	2)	PLUS Operating	g subsidy for Re	ecreation (350),	CS Admin (360), Parks (370)	,Tennis (380),	and Beaches (3	90)
	3)	Reduces Golf F	acility Fee to c	ap at \$780 (tota	l)				
	Golf	Facilities	Ski	Recretion	Rec Admin	Parks	Tennis	Community	Beaches
	320	330	340	350	360	370	380	Services	390
Row Labels									
Revenue									
Ad Valorem								-	
Consolidated Tax								-	
Charges for Services	(4,783,160)	(2,117,586)	(12,090,998)	(1,371,990)	275,075	(63,115)	(141,691)	(20,293,465)	(938,79
Facility Fee	(1,660,125)	(187,130)		(673,229)		(227,505)	(1,304)	(2,749,293)	(641,36
	387,525			(693,176)	(737,121)	(717,881)	(151,652)	(1,912,305)	(946,06
Interfund			(15,735)			(107,267)		(123,002)	
Invest Inc.	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,40
Capital Grants			-	(500,000)		(80,000)		(580,000)	-
Other Source	-	-	-	-	-	-	-	-	-
Operating Grants				(117,000)		(22,875)		(139,875)	
Misc. Rev.	(40,890)		(77,240)			(12,100)		(130,230)	
Transfers	-	-	-	-		(100,000)	-	(100,000)	
Revenue Total	(6,091,154)	(2,304,536)	(12,205,297)	(3,356,415)	(487,918)	(1,330,563)	(292,295)	(26,068,178)	(2,537,61
Expense									
Wages	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,94
Benefits	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,66
Professional Services	8,950	1,170	23,700	5,850		1,170	585	41,425	17,85
Services & Supplies	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,03
Insurance	100,600	12,800	234,500	60,900		14,500	3,900	427,200	41,30
Utilities	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,50
Cost of Goods Sold	728,871	464,700	558,200	45,720			10,578	1,808,069	117,60
Central Services Cost	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,36
Defensible Space					100,000			100,000	
Capital Expend.	1,472,700	10,000	855,342	671,000	-	224,500	-	3,233,542	635,00
Debt Service	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,36
Extraordinary								-	
Transfers					-			-	-
Expense Total	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,61
Net (Revennue) / Expense	1,100,000	(170,083)	(1,799,824)	-	(0)	0	(1)	(869,907)	570,00
Use of Fund Balance (Selected Capital)	(1,100,000)		(535,000)					(1,635,000)	(570,00

	1)	FACILITY FEE C	OVERS CAPITAL	AND DEBT					
			g subsidy for Re		, CS Admin (36	0), Parks (370)	Tennis (380), a	and Beaches (3	90)
		-	Fund (320) Facil			.,,	,		
			cilities Fund (33			let Revenue su	ırplus - Total F	acility Fee red	uced to \$750
								-	
	Golf	Facilities	Ski	Recretion	Rec Admin	Parks	Tennis	Community	Beaches
	320	330	340	350	360	370	380	Services	390
Row Labels									
Revenue									
Ad Valorem								-	
Consolidated Tax								-	
Charges for Services	(4,783,160)	(2,117,586)	(12,090,998)	(1,371,990)	275,075	(63,115)	(141,691)	(20,293,465)	(938,790)
Facility Fee	(1,660,125)			(673,229)		(227,505)	(1,304)	(2,562,163)	(641,365)
	387,525			(693,176)	(737,121)	(717,881)	(151,652)	(1,912,305)	(946,060)
Interfund			(15,735)			(107,267)		(123,002)	
Invest Inc.	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,400)
Capital Grants			-	(500,000)		(80,000)		(580,000)	-
Other Source	-	-	-	-	-	-	-	-	-
Operating Grants				(117,000)		(22,875)		(139,875)	
Misc. Rev.	(40,890)		(77,240)			(12,100)		(130,230)	
Transfers	-	-	-	-		(100,000)	-	(100,000)	
Revenue Total	(6,091,154)	(2,117,406)	(12,205,297)	(3,356,415)	(487,918)	(1,330,563)	(292,295)	(25,881,048)	(2,537,615)
Expense									
Wages	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,944
Benefits	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,662
Professional Services	8,950	1,170	23,700	5,850	75, 105	1,170	585	41,425	17,850
Services & Supplies	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,030
Insurance	100,600	12,800	234,500	60,900	7 1, 100	14,500	3,900	427,200	41,300
Utilities	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,502
Cost of Goods Sold	728,871	464,700	558,200	45,720	-,		10,578	1,808,069	117,600
Central Services Cost	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,363
Defensible Space					100,000			100,000	
Capital Expend.	1,472,700	10,000	855,342	671,000	-	224,500	_	3,233,542	635,000
Debt Service	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,365
Extraordinary	- , -	,	-,	, -		-,	,	-	,
Transfers					_			-	_
Expense Total	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,615
Net (Revennue) / Expense	1,100,000	17,047	(1,799,824)	-	(0)	0	(1)	(682,777)	570,000
	_,,	,,,,,,	(-,:,,		(3)		(-/	(,,	2.2,500
Use of Fund Balance (Selected Capital)	(1,100,000)		(535,000)					(1,635,000)	(570,000)
Net (Sources) / Uses	(0)	17,047	(2,334,824)	-	(0)	0	(1)	(2,317,777)	-

	1)	FACILITY FEE C	OVERS CAPITAL	. AND DEPT - LI	SS CIP FUNDED	FROM FUND	BALANCE		
	2)	•	•		eation (350), CS	Admin (360), F	arks (370) ,Te	nnis (380), and	Beaches (390
		Results in Faci	lity Fee of \$750	(reduction of	\$30)				
	C-If	F11141	CL:	D	Dan Admilia	David.	T		D l
	Golf	Facilities	Ski	Recretion	Rec Admin	Parks	Tennis	Community	Beaches
	320	330	340	350	360	370	380	Services	390
Row Labels									
Revenue									
Ad Valorem								-	
Consolidated Tax								-	
Charges for Services	(4,783,160)	(2,117,586)	(12,090,998)	(1,371,990)	275,075	(63,115)	(141,691)	(20,293,465)	(938,790
- 111	(500 405)			(572, 220)		(227 505)	(4.204)	(4, 452, 452)	/644.265
Facility Fee	(560,125)			(673,229)	(=== +=+)	(227,505)	(1,304)	(1,462,163)	(641,365
	(712,475)		4:	(693,176)	(737,121)	(717,881)	(151,652)	(3,012,305)	(946,060
Interfund			(15,735)			(107,267)		(123,002)	
Invest Inc.	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,400
Capital Grants			-	(500,000)		(80,000)		(580,000)	-
Other Source	-	-	-	-	-	-	-	-	-
Operating Grants				(117,000)		(22,875)		(139,875)	
Misc. Rev.	(40,890)		(77,240)			(12,100)		(130,230)	
Transfers	-	-	-	-		(100,000)	-	(100,000)	
Revenue Total	(6,091,154)	(2,117,406)	(12,205,297)	(3,356,415)	(487,918)	(1,330,563)	(292,295)	(25,881,048)	(2,537,615
Expense									
Wages	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,944
Benefits	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,662
Professional Services	8,950	1,170	23,700	5,850		1,170	585	41,425	17,850
Services & Supplies	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,030
Insurance	100,600	12,800	234,500	60,900		14,500	3,900	427,200	41,300
Utilities	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,502
Cost of Goods Sold	728,871	464,700	558,200	45,720			10,578	1,808,069	117,600
Central Services Cost	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,363
Defensible Space					100,000			100,000	
Capital Expend.	1,472,700	10,000	855,342	671,000	-	224,500	-	3,233,542	635,000
Debt Service	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,365
Extraordinary								-	•
Transfers					-			-	_
Expense Total	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,615
Net (Revennue) / Expense	1,100,000	17,047	(1,799,824)	-	(0)	0	(1)	(682,777)	570,000
	44 4		Inc					44.0====:	
Use of Fund Balance (Selected Capital)	(1,100,000)		(535,000)					(1,635,000)	(570,000
Net (Sources) / Uses	(0)	17,047	(2,334,824)	-	(0)	0	(1)	(2,317,777)	-

- 1) FACILITY FEE COVERS CAPITAL AND DEPT
- 2) PLUS Operating subsidy for Recreation (350), CS Admin (360), Parks (370), Tennis (380), and Beaches (390)
- 3) Reduces Golf Fund (320) Facility Fee to cap at \$780 (total)
- 4) Elimintates Facilities Fund (330) Facility Fee as a result of Net Revenue surplus Total Facility Fee reduced to \$750
- 5) Additional \$30 Facility Fee added to Beach Fee Total Facility Fee remains at \$780

	Golf	Facilities	Ski	Recretion	Rec Admin	Parks	Tennis	Community	Beaches
	320	330	340	350	360	370	380	Services	390
Row Labels									
Revenue									
Ad Valorem								-	
Consolidated Tax								-	
Charges for Services	(4,783,160)	(2,117,586)	(12,090,998)	(1,371,990)	275,075	(63,115)	(141,691)	(20,293,465)	(938,790
Facility Fee	(560,125)			(673,229)		(227,505)	(1,304)	(1,462,163)	(873,805
·	(712,475)			(693,176)	(737,121)	(717,881)	(151,652)	(3,012,305)	(946,060
Interfund			(15,735)			(107,267)		(123,002)	
Invest Inc.	5,496	180	(21,324)	(1,020)	(25,872)	180	2,352	(40,008)	(11,400
Capital Grants			-	(500,000)		(80,000)		(580,000)	-
Other Source	-	-	-	-	-	-	-	-	-
Operating Grants				(117,000)		(22,875)		(139,875)	
Misc. Rev.	(40,890)		(77,240)			(12,100)		(130,230)	
Transfers	-	-	-	-		(100,000)	-	(100,000)	
Revenue Total	(6,091,154)	(2,117,406)	(12,205,297)	(3,356,415)	(487,918)	(1,330,563)	(292,295)	(25,881,048)	(2,770,055
Expense									
Wages	2,038,164	514,632	3,920,358	1,307,026	208,226	419,361	128,751	8,536,518	1,079,944
Benefits	608,083	239,496	1,322,133	389,073	79,485	115,054	30,422	2,783,746	273,662
Professional Services	8,950	1,170	23,700	5,850	,	1,170	585	41,425	17,850
Services & Supplies	1,388,181	548,879	2,312,560	609,585	74,455	378,057	87,939	5,399,656	677,030
Insurance	100,600	12,800	234,500	60,900	,	14,500	3,900	427,200	41,300
Utilities	349,511	56,129	648,235	122,956	5,531	112,091	11,780	1,306,233	121,502
Cost of Goods Sold	728,871	464,700	558,200	45,720			10,578	1,808,069	117,600
Central Services Cost	308,669	109,517	510,676	142,076	20,221	62,825	17,036	1,171,020	137,363
Defensible Space		,-	,-	,	100,000	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	100,000	, , , , , , , , , , , , , , , , , , , ,
Capital Expend.	1,472,700	10,000	855,342	671,000	-	224,500	-	3,233,542	635,000
Debt Service	187,425	177,130	19,769	2,229		3,005	1,304	390,862	6,365
Extraordinary	,	,					,	-	
Transfers					-			-	_
Expense Total	7,191,154	2,134,453	10,405,473	3,356,415	487,918	1,330,563	292,295	25,198,271	3,107,615
Net (Revennue) / Expense	1,100,000	17,047	(1,799,824)	-	(0)	0	(1)	(682,777)	337,560
Use of Fund Balance (Selected Capital)	(1,100,000)		(535,000)					(1,635,000)	(570,000
ose of Fully balance (Selected Capital)	(1,100,000)	17,047	(2,334,824)		(0)	0	(1)	, , ,	(232,440

NEW SLIDE

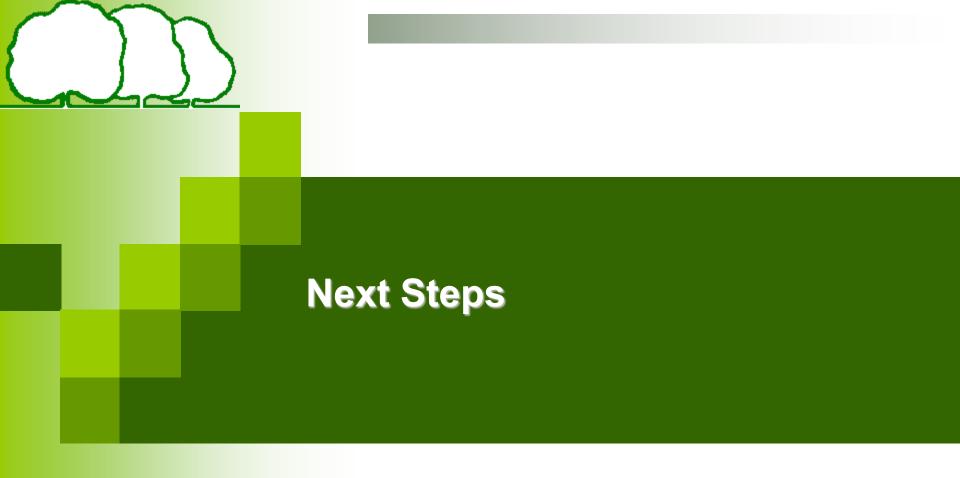
FY20	21/22 FACILITY	FEES		Actuals	Actual	Estimate	Prelim. Budget	E)/0000/04	Forecast FY2023/24 FY2024/25 FY2025/26 FY2025/26 FY2025/26 FY2025/26		
				FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27
Total	Recreation	Beach									
			Commununity Services Fund								
780	600	180	Ending Fund Balance	\$15,280,913	\$15,890,932	\$12,130,352	\$13,335,749	\$12,784,392	\$ 8,934,660	\$ 6,759,378	\$ 8,840,628
Baseline			Operating Reserve Policy Level (25%)	4,136,526	4,008,415	4,160,834	5,393,467	5,542,882	5,679,308	5,843,505	6,070,458
			Capital Reserve				2,785,000	2,785,000	2,785,000	2,785,000	2,785,000
			Reserve Target	4,136,526	4,008,415	4,160,834	8,178,467	8,327,882	8,464,308	8,628,505	8,855,458
			Excess/Available Fund Balance	11,144,387	11,882,517	7,969,519	5,157,282	4,456,511	470,351	(1,869,127)	(14,830)
			Beach Fund								
			Ending Fund Balance	\$ 2,591,632	\$ 4,332,485	\$ 4,727,750	\$ 3,975,464	\$ 1,330,607	\$ (2,278,242)	\$ (3,598,244)	\$ (3,855,640)
			Operating Reserve Policy Level (25%)	436,322	483,797	443,328	616,563	689,042	623,248	644,589	674,218
			Capital Reserve	-	-	-	184,260	184,260	184,260	184,260	184,260
			Reserve Target	436,322	483,797	443,328	800,823	873,302	807,508	828,849	858,478
			Excess/Available Fund Balance	2,155,310	3,848,688	4,284,423	3,174,641	457,305	(3,085,749)	(4,427,093)	(4,714,117
							Prelim.				
Altei	rnative I			Actuals	Actual	Estimate	Budget		Fore	caet	
Total	Recreation	Beach		FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27
Total	Recreation	Beach	Commuununity Services Fund		FY2020/21	FY2021/22			FY2024/25	FY2025/26	
Total 820	Recreation 615	Beach 205	Commuununity Services Fund Ending Fund Balance	\$15,280,913		FY2021/22	FY2022/23 \$13,458,839			FY2025/26	
			·		FY2020/21	FY2021/22			FY2024/25	FY2025/26	\$ 9,456,078
			Ending Fund Balance	\$15,280,913	\$15,890,932 4,008,415	\$12,130,352 4,160,834	\$13,458,839	\$13,030,572	\$ 9,303,930 5,679,308	FY2025/26 \$ 7,251,738	\$ 9,456,078 6,070,458
			Ending Fund Balance Operating Reserve Policy Level (25%)	\$15,280,913 4,136,526	\$15,890,932 4,008,415	\$12,130,352 4,160,834	\$13,458,839 5,393,467	\$13,030,572 5,542,882	\$ 9,303,930 5,679,308	\$ 7,251,738 5,843,505	\$ 9,456,078 6,070,458 2785000
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve	\$15,280,913 4,136,526 0	\$15,890,932 4,008,415 0	\$12,130,352 4,160,834 0	\$13,458,839 5,393,467 2785000	\$13,030,572 5,542,882 2785000	\$ 9,303,930 \$ 5,679,308 2785000	\$ 7,251,738 \$ 7,251,738 5,843,505 2785000	\$ 9,456,078 6,070,458 2785000 8,855,458
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	\$15,280,913 4,136,526 0 4,136,526	\$15,890,932 4,008,415 0 4,008,415	\$12,130,352 \$12,130,352 4,160,834 0 4,160,834	\$13,458,839 5,393,467 2785000 8,178,467	\$13,030,572 5,542,882 2785000 8,327,882	\$ 9,303,930 \$ 9,303,930 5,679,308 2785000 8,464,308	\$ 7,251,738 \$ 7,251,738 5,843,505 2785000 8,628,505	\$ 9,456,078 6,070,458 2785000 8,855,458
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance	\$15,280,913 4,136,526 0 4,136,526 11,144,387	\$15,890,932 4,008,415 0 4,008,415 11,882,517	\$12,130,352 \$12,130,352 4,160,834 0 4,160,834	\$13,458,839 5,393,467 2785000 8,178,467 5,280,372	\$13,030,572 5,542,882 2785000 8,327,882 4,702,691	\$ 9,303,930 5,679,308 2785000 8,464,308 839,621	\$ 7,251,738 \$ 7,251,738 5,843,505 2785000 8,628,505 (1,376,767)	\$ 9,456,078 6,070,458 2785000 8,855,458 600,620
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund	\$15,280,913 4,136,526 0 4,136,526 11,144,387	\$15,890,932 4,008,415 0 4,008,415 11,882,517	\$12,130,352 \$12,130,352 4,160,834 0 4,160,834 7,969,519	\$13,458,839 5,393,467 2785000 8,178,467 5,280,372	\$13,030,572 5,542,882 2785000 8,327,882 4,702,691	\$ 9,303,930 5,679,308 2785000 8,464,308 839,621	\$ 7,251,738 \$ 7,251,738 5,843,505 2785000 8,628,505 (1,376,767)	\$ 9,456,078 6,070,458 2785000 8,855,458 600,620 \$ (2,887,140
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%)	\$15,280,913 4,136,526 0 4,136,526 11,144,387 \$ 2,591,632	\$15,890,932 4,008,415 0 4,008,415 11,882,517 \$ 4,332,485	\$12,130,352 \$12,130,352 4,160,834 0 4,160,834 7,969,519 \$ 4,727,750	\$13,458,839 5,393,467 2785000 8,178,467 5,280,372 \$ 4,169,164 616,563	\$13,030,572 5,542,882 2785000 8,327,882 4,702,691 \$ 1,718,007 689,042	\$ 9,303,930 5,679,308 2785000 8,464,308 839,621 \$ (1,697,142) 623,248	\$ 7,251,738 5,843,505 2785000 8,628,505 (1,376,767) \$ (2,823,444) 644,589	\$ 9,456,078 6,070,458 2785000 8,855,458 600,620 \$ (2,887,140) 674,218
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance	\$15,280,913 4,136,526 0 4,136,526 11,144,387 \$ 2,591,632	\$15,890,932 4,008,415 0 4,008,415 11,882,517 \$ 4,332,485 483,797	\$12,130,352 \$12,130,352 4,160,834 0 4,160,834 7,969,519 \$ 4,727,750	\$13,458,839 5,393,467 2785000 8,178,467 5,280,372 \$ 4,169,164	\$13,030,572 5,542,882 2785000 8,327,882 4,702,691 \$ 1,718,007	\$ 9,303,930 5,679,308 2785000 8,464,308 839,621 \$ (1,697,142)	\$ 7,251,738 \$ 7,251,738 5,843,505 2785000 8,628,505 (1,376,767) \$ (2,823,444)	\$ 9,456,078 6,070,458 2785000 8,855,458 600,620

NEW SLIDE

							Prelim.				
Alter	rnative II			Actuals	Actual	Estimate	Budget		Fore	cast	
Total	Recreation	Beach		FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27
			Commuununity Services Fund								
780	570	210	Ending Fund Balance	\$15,280,913	\$15,890,932	\$12,130,352	\$13,089,569	\$12,292,032	\$ 8,196,120	\$ 5,774,658	\$ 7,609,728
			Operating Reserve Policy Level (25%)	4,136,526	4,008,415	4,160,834	5,393,467	5,542,882	5,679,308	5,843,505	6,070,458
			Capital Reserve	-	-	-	2,785,000	2,785,000	2,785,000	2,785,000	2,785,000
			Reserve Target	4,136,526	4,008,415	4,160,834	8,178,467	8,327,882	8,464,308	8,628,505	8,855,458
			Excess/Available Fund Balance	11,144,387	11,882,517	7,969,519	4,911,102	3,964,151	(268,189)	(2,853,847)	(1,245,730)
			Beach Fund								
			Ending Fund Balance	\$ 2,591,632	\$ 4,332,485	\$ 4,727,750	\$ 4,207,904	\$ 1,795,487	\$ (1,580,922)	\$ (2,668,484)	\$ (2,693,440)
			Operating Reserve Policy Level (25%)	436,322	483,797	443,328	616,563	689,042	623,248	644,589	674,218
			Capital Reserve	55,522	-		184,260	184,260	184,260	184,260	184,260
			Reserve Target	436,322	483,797	443,328	800,823	873,302	807,508	828,849	858,478
			Excess/Available Fund Balance	2,155,310	3,848,688	4,284,423	3,407,081	922,185	(2,388,429)	(3,497,333)	(3,551,917)
							Prelim.				
Alter	native III			Actuals	Actual	Estimate	Prelim. Budget		Fore	cast	
Alter Total	native III Recreation	Beach		Actuals FY2019/20	Actual FY2020/21	Estimate FY2021/22		FY2023/24	Fore FY2024/25	cast FY2025/26	FY2026/27
		Beach	Commuununity Services Fund				Budget	FY2023/24			FY2026/27
		Beach 205				FY2021/22	Budget FY2022/23		FY2024/25		
Total	Recreation		Commuununity Services Fund Ending Fund Balance	FY2019/20 \$15,280,913	FY2020/21 \$15,890,932	\$12,130,352	Budget FY2022/23 \$12,884,419	\$11,881,732	FY2024/25 \$ 7,580,670	FY2025/26 \$ 4,954,058	\$ 6,583,978
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%)	FY2019/20	FY2020/21	FY2021/22	### Sudget FY2022/23 \$12,884,419 5,393,467	\$11,881,732	\$ 7,580,670 5,679,308	FY2025/26 \$ 4,954,058 5,843,505	\$ 6,583,978 6,070,458
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve	\$15,280,913 4,136,526	\$15,890,932 4,008,415	\$12,130,352 4,160,834	Budget FY2022/23 \$12,884,419 5,393,467 2,785,000	\$11,881,732 5,542,882 2,785,000	\$ 7,580,670 \$ 5,679,308 2,785,000	\$ 4,954,058 \$ 5,843,505 2,785,000	\$ 6,583,978 6,070,458 2,785,000
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	\$15,280,913 4,136,526 - 4,136,526	\$15,890,932 4,008,415 - 4,008,415	\$12,130,352 \$12,130,352 4,160,834 - 4,160,834	Budget FY2022/23 \$12,884,419 5,393,467 2,785,000 8,178,467	\$11,881,732 5,542,882 2,785,000 8,327,882	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308	\$ 4,954,058 \$ 5,843,505 2,785,000 8,628,505	\$ 6,583,978 6,070,458 2,785,000 8,855,458
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve	\$15,280,913 4,136,526	\$15,890,932 4,008,415	\$12,130,352 4,160,834	Budget FY2022/23 \$12,884,419 5,393,467 2,785,000	\$11,881,732 5,542,882 2,785,000	\$ 7,580,670 \$ 5,679,308 2,785,000	\$ 4,954,058 \$ 5,843,505 2,785,000	\$ 6,583,978 6,070,458 2,785,000
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	\$15,280,913 4,136,526 - 4,136,526	\$15,890,932 4,008,415 - 4,008,415	\$12,130,352 \$12,130,352 4,160,834 - 4,160,834	Budget FY2022/23 \$12,884,419 5,393,467 2,785,000 8,178,467	\$11,881,732 5,542,882 2,785,000 8,327,882	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308	\$ 4,954,058 \$ 5,843,505 2,785,000 8,628,505	\$ 6,583,978 6,070,458 2,785,000 8,855,458
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance	\$15,280,913 4,136,526 - 4,136,526 11,144,387	\$15,890,932 4,008,415 - 4,008,415 11,882,517	\$12,130,352 \$12,130,352 4,160,834 - 4,160,834	Budget FY2022/23 \$12,884,419 5,393,467 2,785,000 8,178,467 4,705,952	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639)	\$ 4,954,058 \$ 5,843,505 2,785,000 8,628,505	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480)
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance	\$15,280,913 4,136,526 - 4,136,526 11,144,387 \$ 2,591,632	\$15,890,932 4,008,415 - 4,008,415 11,882,517 \$4,332,485	\$12,130,352 \$12,130,352 4,160,834 - 4,160,834 7,969,519 \$ 4,727,750	\$12,884,419 \$12,884,419 5,393,467 2,785,000 8,178,467 4,705,952 \$ 4,169,164	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851 \$ 1,718,007	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639) \$ (1,697,142)	\$ 4,954,058 \$ 4,954,058 5,843,505 2,785,000 8,628,505 (3,674,447) \$ (2,823,444)	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480) \$ (2,887,140)
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%)	\$15,280,913 4,136,526 - 4,136,526 11,144,387	\$15,890,932 4,008,415 - 4,008,415 11,882,517	\$12,130,352 4,160,834 - 4,160,834 7,969,519	\$12,884,419 \$12,884,419 5,393,467 2,785,000 8,178,467 4,705,952 \$4,169,164 616,563	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851 \$ 1,718,007 689,042	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639) \$ (1,697,142) 623,248	\$ 4,954,058 \$ 4,954,058 5,843,505 2,785,000 8,628,505 (3,674,447) \$ (2,823,444) 644,589	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480) \$ (2,887,140)
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve	\$15,280,913 4,136,526 - 4,136,526 11,144,387 \$ 2,591,632 436,322	\$15,890,932 4,008,415 - 4,008,415 11,882,517 \$ 4,332,485 483,797 -	\$12,130,352 4,160,834 - 4,160,834 7,969,519 \$4,727,750 443,328 -	\$12,884,419 \$12,884,419 5,393,467 2,785,000 8,178,467 4,705,952 \$4,169,164 616,563 184,260	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851 \$ 1,718,007 689,042 184,260	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639) \$ (1,697,142) 623,248 184,260	\$ 4,954,058 5,843,505 2,785,000 8,628,505 (3,674,447) \$ (2,823,444) 644,589 184,260	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480) \$ (2,887,140) 674,218 184,260
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	\$15,280,913 4,136,526 - 4,136,526 11,144,387 \$ 2,591,632 436,322 - 436,322	\$15,890,932 4,008,415 - 4,008,415 11,882,517 \$ 4,332,485 483,797 - 483,797	\$12,130,352 4,160,834 - 4,160,834 7,969,519 \$4,727,750 443,328 - 443,328	\$12,884,419 \$12,884,419 \$5,393,467 2,785,000 8,178,467 4,705,952 \$4,169,164 616,563 184,260 800,823	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851 \$ 1,718,007 689,042 184,260 873,302	\$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639) \$ (1,697,142) 623,248 184,260 807,508	\$ 4,954,058 5,843,505 2,785,000 8,628,505 (3,674,447) \$ (2,823,444) 644,589 184,260 828,849	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480) \$ (2,887,140) 674,218 184,260 858,478
Total	Recreation		Commununity Services Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve	\$15,280,913 4,136,526 - 4,136,526 11,144,387 \$ 2,591,632 436,322	\$15,890,932 4,008,415 - 4,008,415 11,882,517 \$ 4,332,485 483,797 -	\$12,130,352 4,160,834 - 4,160,834 7,969,519 \$4,727,750 443,328 -	\$12,884,419 \$12,884,419 5,393,467 2,785,000 8,178,467 4,705,952 \$4,169,164 616,563 184,260	\$11,881,732 5,542,882 2,785,000 8,327,882 3,553,851 \$ 1,718,007 689,042 184,260	\$ 7,580,670 \$ 7,580,670 5,679,308 2,785,000 8,464,308 (883,639) \$ (1,697,142) 623,248 184,260	\$ 4,954,058 5,843,505 2,785,000 8,628,505 (3,674,447) \$ (2,823,444) 644,589 184,260	\$ 6,583,978 6,070,458 2,785,000 8,855,458 (2,271,480) \$ (2,887,140) 674,218 184,260

NEM SCIDE

			Excess/Available Fund Balance	7,155,310	889'81/8'8	£ <u>7</u> 84,423	T#8'988't	Z,781,705	TS8'00t	721,707	£88'960'T
			Reserve Target	775,322	767,E84	875,524	£28,008	205,878	805,708	678'878	874,828
			Capital Reserve	-	-	-	184,260	097,481	184,260	184,260	184,260
			Operating Reserve Policy Level (25%)	778'987	767,E84	875,544	£95'9T9	Z 1 0'689	842,829	68S' tt 9	812,478
			Ending Fund Balance	789'765'7 \$	\$ 4,332,485	057,727,4 \$	t99'ZET'S \$	۷00'SS9'٤ \$	\$ 1,208,358	9SS'0S0'T \$	09E'SS6'T \$
			Beach Fund								
			Excess/Available Fund Balance	11,144,387	11,882,517	6TS'696'L	285,826,8	TTL' b 66'T	(3,222,349)	(727,297,9)	(055,691,6)
			Reserve Target	975,381,4	4'008'4T2	4,160,834	<u> </u>	Z88,7ZE,8	806,464,308	505,829,8	854,228,458
			Capital Reserve	-	-	-	000'584'7	000'582'7	7,785,000	7,785,000	7,785,000
			Operating Reserve Policy Level (25%)	975'981'7	ST4'800't	4,160,834	۷9 ۲ ′868′9	288'7795'5	808'649'S	S0S'E 1/ 8'S	854'070,458
087	0St	330	Ending Fund Balance	£16'08Z'ST\$	ZE6'068'ST\$	\$15,130,352	648'401'71\$	265,225,01\$	096'T \ 7'S \$	877,258,17 \$	871'989'7 \$
			Commununity Services Fund								
letoT	Recreation	Веасћ		FY2019/20	FY2020/21	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27
ıətlA	V eviten	-		Actuals	Actual	Estimate 2	Budget	r Grocockia	Fore		20/0000/12
				• • •		, ,, =	Prelim.		_		
			Excess/Available Fund Balance	016,221,2	889,848,E	£Zħ,48Z,4	187,000,8	585'60£'ī	(6ZE'ZO8'T)	(EES'777/'7)	(<u>/</u> 17, 882, 2)
			Reserve Target Excess/Available Fund Balance	7,125,310 436,322	889'8 7 8'5	875,424,4 825,644,	187,008, ES8,008	\$85'60£'ī 205'£/8	(6ZE,708,1)	(852,527,5)	874,888, <u>(714,888,41)</u>
			Reserve Target	275,322 25,322 -	889'8 1 8'E	875,424 -	800,823	205,878	805,708	(858,227,2) (858,286) (920,481)	(<u>\(\tau\)\(\frac{174}{685}\(\frac{2}{5}\)\)</u>
			Capital Reserve Reserve Target	- 436,322	-	- -	184,260	184,260	807,508 184,260	184,260	824,828 062,478
			Reserve Target				800,823	205,878	805,708	678'878	874,828
			Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	- 725,354	767,E84 - 767,E84	825,544 - 8443,328	184,260	240,688 240,688	805,708 842,853	685,446 682,446	812,478 874,828
			Capital Reserve Reserve Target	- 725,354	767,E84 - 767,E84	- -	895,018 592,018 592,018	240,688 240,688	805,708 842,853	685,446 682,446	824,828 062,478
			Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Target	- 725,354	767,E84 - 767,E84	825,544 - 8443,328	895,018 616,563	240,688 240,688	805,708 842,853	685,446 682,446	812,478 874,828
			Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve	- 725,354	767,E84 - 767,E84	825,544 - 8443,328	895,018 616,563	788, 281, 2 \$	(228,699) \$	685,446 682,446	812,478 874,828
			Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Reserve	ZZE'9Et ZZE'9Et ZE9'T6S'Z \$ L8E'bt1'TT	\(\text{TE,588,11}\) \(\text{TE,588,11}\)	6TS'696'L	256'504'b	T28,E22,E	(6E9,E88)	685'779 (\(\frac{1}{2}\) \(\frac{1}{2}\) \(\frac{1}2\) \(\frac{1}2\) \(\frac{1}2\) \(\frac{1}2\) \(\frac{1}2\) \(\frac{1}2\) \	(084,177,2,2) (040,4828 (040,4828
			Recerve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Reserve Reserve	ZZE'9Et ZZE'9Et ZE9'T6S'Z \$	284,255,4 \$	82E'Ett - 8ZE'Ett 0SL'LZL't \$	256'504'b 678'6504'b 256'504'b 409'104'b \$	706'689 288'781'7 \$ 158'689'E 288'781'7 \$	805,454,8 802,454,8 802,488)	685'779 (\(\frac{747}{26}\)\(\frac{7}{26}\)\(\	(084,177,2) 874,828 (040,427,1) \$
			Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Reserve	ZZE'9Et ZZE'9Et ZE9'I6S'Z \$ Z8E'7bT'TT 9ZS'9ET'b -		6TS'696'L	256'502'7 256'502'7 256'502'7 256'502'7 256'502'7 256'502'7	706'528 788'428'6 788'6	000,287,2 (968,888) 808,454,8 (968,888) 808,454,8 808,408	092,481 682,446 (744,476,8 (744,4	824,828 005,427 (084,427,1) \$ (084,427,1) \$ (084,427,1) \$ 000,287,2
			Recerve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Reserve Reserve	ZZE'9Et ZZE'9Et ZE9'T6S'Z \$ L8E'bt1'TT	\(\text{TE,588,11}\) \(\text{TE,588,11}\)	875,696,7 612,696,7 \$612,696,7 \$75,696,7	256'504'b 678'6504'b 256'504'b 409'104'b \$	706'689 288'781'7 \$ 158'689'E 288'781'7 \$	805,454,8 802,454,8 802,488)	685'779 (\(\frac{747}{26}\)\(\frac{7}{26}\)\(\	(084,177,2) 874,828 (040,427,1) \$
084	StrS	SEZ	Capital Reserve Reserve Target Excess/Available Fund Balance Beach Fund Ending Fund Balance Operating Reserve Policy Level (25%) Capital Reserve Reserve Reserve	725, 351, p 252, 351, p		875,696,7 612,696,7 \$612,696,7 \$75,696,7	097'81 899'919 \$090'584'7 \$090'584'7 \$090'584'7 \$090'584'7 \$090'584'7	Z88'Z8L'Z \$ C88'Z8L'Z \$ C88'Z8L'Z \$ C88'Z8L'Z \$ C88'Z8L'Z \$	805,708 802,481 802,488) 805,484,8 805,484,8 805,484,8 805,484,8 805,676,8 805,676,8 805,676,8	685'779 (\(\frac{747}{747}\)\(\frac{747}\)\(\frac{747}{747}\)\(\frac{747}{747}\)\(\frac{747}{747}\)\(\frac{747}{747}\)\(\frac{747}{747}\)\(\frac{747}{747}\)\(7	824'858 092'78T 812'749 (076'772'T) \$ (086'772'T) 857'558'8 000'582'7 857'020'9
084	StS	S82	Operating Reserve Policy Level (25%) Capital Reserve Reserve Target Excess/Available Fund Balance Ending Fund Balance Ending Fund Balance Capital Reserve Policy Level (25%) Capital Reserve	ZZE'9Et ZZE'9Et ZE9'I6S'Z \$ Z8E'7bT'TT 9ZS'9ET'b -		826,624 027,727,4 \$ 612,636,7 \$612,636,	256'502'7 256'502'7 256'502'7 256'502'7 256'502'7 256'502'7	706'528 788'428'6 788'6	805,708 802,481 802,488) 805,484,8 805,484,8 805,484,8 805,484,8 805,670,8 805,670,8	092,481 682,446 (744,476,8 (744,4	824'858 092'78T 812'749 (076'772'T) \$ (086'772'T) 857'558'8 000'582'7 857'020'9
780	Recreation	S32	Ending Fund Balance Capital Reserve Policy Level (25%) Reserve Target Excess/Available Fund Balance Ending Fund Balance Ending Fund Balance Capital Reserve Capital Reserve	775'957 775'957 769'165'7 \$ 785'967'7 975'967'7 975'967'7 676'087'57\$		875'544 - 875'544 052'272'4 \$ 675'696'2 458'091'4 - 458'091'4 255'051'71\$	614,488,512	706'689 L28'781'7 \$ L28'781'7 \$ L28'855'E 288'725'S 000'584'7 288'775'S	02'085'Z \$	678'828 67'78T 685'779 (789'868'T) \$ (747,776,5) 678'828'8 678'828'8 678'828 678'828 678'828 678'828 678'828 678'828	8/4,828 902,481 812,476 (046,427,1) \$ (084,175,2) 824,288,8 000,287,2 824,070,6 876,828
letoT			Ending Fund Balance Capital Reserve Policy Level (25%) Reserve Target Excess/Available Fund Balance Ending Fund Balance Ending Fund Balance Capital Reserve Capital Reserve	725, 351, p 252, 351, p		826,624 027,727,4 \$ 612,636,7 \$612,636,	097'81 899'919 \$090'584'7 \$090'584'7 \$090'584'7 \$090'584'7 \$090'584'7	706'689 L28'781'7 \$ L28'781'7 \$ L28'855'E 288'725'S 000'584'7 288'775'S	805,708 802,481 802,488) 805,484,8 805,484,8 805,484,8 805,484,8 805,670,8 805,670,8	2878,267 2, 4,954,058 2, 4,954,058 3, 4,954,058 5, 4,954,058 5, 4,954,058	8/4,828 902,481 812,476 (046,427,1) \$ (084,175,2) 824,288,8 000,287,2 824,070,6 876,828





Next Steps

- Presentation of TENTATIVE BUDGET April 13th
 - □ Refinements to Operating and Capital Budget
 - □ Incorporate Board Direction on Facility Fees
 - □ Tentative Budget filed with State by April 15th
- Adoption of FINAL BUDGET May 25th
 - Updates to Operating and Capital Budget
 - □ Public Hearing
 - □ Setting of Facility Fees
 - □ FINAL Budget filed with the State by June 1st

MINUTES

REGULAR MEETING OF MARCH 1, 2022

Incline Village General Improvement District (Amended)

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Tuesday, March 1, 2022 at 6:00 p.m. via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, Michaela Tonking and Kendra Wong.

Members of Staff present were Director of Finance Paul Navazio, Director of Human Resources Erin Feore, Director of Golf/Community Services Darren Howard, Director of Public Works Brad Underwood and District General Counsel Melissa Crosthwaite.

C. <u>INITIAL PUBLIC COMMENTS</u>*

Dick Warren said page 257 in the BOT Packet for tonight's meeting is a Draft of the "2023 Capital Improvement Project Summary Report". Items E (Capital Maintenance), H (Capital Maintenance - Expense), I (Equipment & Software -Expense, and J (Capital Improvement Expense) are all expense items. For the 5 years combined, they total \$18,602,242, which is 32% of the Capital Improvement Projects excluding the Effluent Pipeline and Recreation Center expansion. Why are these expense items included in the Capital Improvement Project Summary Report? Why weren't they included in the 5 Year Operations Budget that was presented earlier in the year? The Operations Budget that IVGID Management already presented looks better than it should be because these "non-Capital" expenses of almost \$19M were not included, but they will eventually be expensed through Operations, not Capital. Isn't that a little bit disingenuous of IVGID Management to show an Operations Budget at a previous meeting without these expenses included? Page 245 lists the Board Policies & Practices relating to Capital Projects. Why are the almost \$19M of operational expenses then listed on page 257? These operational expenses of almost \$19M should have been included in the Operations Budget presented earlier in the year, and not here in the Capital Projects Budget. They have nothing to do with Board Policies & Practices relating to Capital Projects. An expense is NOT a Capital Asset. One can

assume that the 5 Year Operations Budget presented earlier is missing almost \$19M in expenses and is deceiving the public. But more importantly than even the disingenuous of IVGID Management, doesn't the Board of Trustees have a fiduciary responsibility to ask IVGID Management why they purposely are misleading in their budgets and financials? Thank you.

Ellie Dobler said on October 2013, the Effluent Wastewater Ponds #1 & #2 had environmental violations for improper operations and maintenance. They were decommissioned until pond lining was completed. In 2014, IVGID spent \$677K for temporary mitigation, by expanding the Treatment Plant area and using two emergency trailer mounted pumping units. 2017, a \$1 million budget was approved to line Pond #1 but instead \$788K was spent on other items. June 2018, \$39K was spent with Jacobs who provided 4 alternate estimates for Pond #1 ranging from \$500K to \$3.2 million. The Board approved the lower estimate, but nothing was budgeted. In February 2019, IVGID issued a letter to the Army Corp of Engineers that Pond #1 would cost \$2.7 million, and a contract with the Corp was to be delivered by March, 2019, but never was. June 2021, IVGID decided that Pond #2 would be a better choice and issued a \$36K contract to Jacobs, who then in September 2021, provided an estimate between \$4.7 and \$5.9 million which DID NOT include any Dam work or cost of TRPA coverage. IVGID's Board accepted the estimate and issued a \$425K contract to complete design on Pond #2. Then in December 2021 it was discovered that a Dam permit would be required delaying the project, but a revised estimate, including the Dam requirements and TRPA coverage, was not provided. No doubt estimates will approach \$7 to \$8 million. So here we are back to Pond #1 with revised estimates for three alternatives of between \$6.5 and \$8.3 million which now includes the TRPA coverage. No choice has been made. Does IVGID have the required TRPA coverage or not? If not, then why would IVGID only budget \$4.6 million, assume a Grant for \$3.4 million would be obtained and completion would be done by June 30 next year. Please, explain this to her; this could be a good topic for a Friday cocktail party.

Cliff Dobler said at the end of fiscal year June 30, 2021 the Utility Fund had \$15.8 million in cash. Of that, \$3.3 million was needed for carryover projects excluding the pipeline. According to the 2022 budget, submitted to the State, cash will be reduced by \$2.5 million to cover operating costs, capital expenditures and debt service. So at the end of June, 4 months from now, the Utility fund will have only \$9.9 million in cash. Wow! According to the February 3rd, Base line 2023 operating budget cash inflows excluding capital projects are planned to be \$4.4 million. So with the cash expected to be in hand 4 months from now and the 2023 operating budget inflows, there should be \$14.3 million in cash available to fund capital projects in 2023. GREAT. The Director of Finance may claim there will be more cash by not deducting prior appropriations on unfinished capital projects. However,

the 2023 capital project budget requires \$16.7 million. Short \$2.4 million. Also there is not one penny for reserves which by Board policy should be around \$5 million. Making matters worse, the 2023 capital budget is not adequate as the February 21 report from Jacobs Engineering indicates Pond #1 will now cost between \$6.5 to \$8.3 million for 3 different alternatives. The average is \$7.4 million. The budget, however, has only \$4.6 million (including the 2022 carryover) so an additional increase of \$2.8 million is required. Combined shortage will now be \$5.2 million. But don't worry, the budget states that \$3.5 million will come from a yet to be seen grant from the Army. Sure. Noting has even been decided on what to build. Nothing yet but jabber. If I recall, Trustee Wong suggested the budget should be prepared without the grants. Apparently her statement fell on deaf ears. Remember the old saying about "counting chickens before they hatch" with no grant. \$5.2 million short and \$5 million short in reserves. Total shortage over \$10 million. Real money. Real scary. The 2023 budget for the Crystal Peak water main replacement was increased by 52% adding \$500K. however no increases were included for the future water mains of \$2.5 million. Applying a 52% increase, the budget should be increased by \$1.3 million. Go back to the drawing board, get realistic or start praying for manna from heaven. This Board is playing with fire. The pipeline is collapsing, Rome is burning and Nero is fiddling. Oh I meant the Board. On two other matters, the recreational operating budgets are NOT reporting the annual Facility Fees as non operating revenues as required and agreed by this Board in accepting the Moss Adams report. Why? Another diversion from agreements. Board Chairman Callicrate where is that apology? Still waiting.

Michael Abel said regarding the Effluent Pipeline – 2022; once again there has been a failure last month of the (over 50-year-old) effluent pipeline that runs under highway 28 between Sand Harbor and Spooner Summit. This failure was 100% avoidable, and due solely to misdirection by IVGID's board. IVGID started collecting the \$2 million per year in 2012 (now \$22 million) with the promise to use those funds to complete the remaining six (6) miles to Spooner Summit. Like Nero fiddling while Rome burned IVGID's board (including Wong and Callicrate) and former GM Pinkerton, dragged their tails on this important piece of infrastructure for seven (7) years. They deceived the public and diverted at least \$6 million of the \$22 million that they had collected for the pipeline to other projects. They attempted to "milk" more life out of this old and rusted/corroded pipe though money wasting inspections and repairs of leaks. This effort has failed. IVGID spent \$1.4 million to repair 13 breaks alone in 2017. This year – repairs are already at \$80,000 and it is only January. Again, last month (Feb. 2022) – another failure and another pile of cash wasted to repair the break in the pipeline. A feckless board has had its attention diverted by a plethora of "promises du Jour" of money savings. Whether it was:

- 1. Our former Board Chair, Kendra Wong, unilaterally, illegally, and without IVGID Board approval promised \$7-million of our pipeline funds to the Tahoe Transportation District to put the pipeline under a new bikeway.
- 2. IVGID's lobbyist promising us Federal government funding for the pond liner (was \$2.5 million now estimated to be \$6-8 million). He needs to make these flowery promises to keep his job.
- 3. The latest promise du Jour was dramatic savings from slip-lining the pipeline. Another dead end promise.

The pipeline that should have been finished by now for \$23 million as estimated in 2011 has now escalated to \$45.5 million in 2022 and definitely more by 2023. If this sounds like a comedy of errors then you are correct. Our Trustees imposed a massive \$2 million per year rate increase on our community in 2011 with the PROMISE that the failing pipeline would be replaced. It was not replaced. We cannot risk any more pipeline failures. The Board needs to take action NOW to:

- 1. Engineer, contract and install a holding tank or pond liner this year (2022).
- 2. Move on toward completion of the remaining 6 miles of pipeline in 2023 and 2024 using the original plan of digging a new trench and installing an all new pipe.

Myles Riner said he is a full-time resident living on Valerie Court in Incline. Thanks for the opportunity to address the Board, the IVGID staff, and the residents of our community. The subject of his comments today is 'civil discourse'. Lately he has been listening to the recordings of the last few Board and Audit Committee meetings, and what he has heard from some of those individuals making public comments has left him feeling very angry and disappointed. He firmly supports the role of the watchdogs in our society who take the time to provide input into, and oversight of, the actions and policies of our governmental agencies. However, the behaviors of these self-described 'malcontents' is more like those of junk-yard dogs than watchdogs. The torrent of abuse and personal attacks; and the accusations of stupidity, malfeasance, ignorance, ineptitude, and ethical lapses that have been heaped upon the members of this Board and particularly on IVGID staff and management by these individuals is both inappropriate and offensive. There is nothing civil about this discourse, and it must change. If there are any nuggets of value in their protestations, they are being lost in the sandstorm of vitriol they continually spew. He knows for a fact that there are many residents of Incline and Crystal Bay who are as offended by this behavior as he is, but he can only speak for himself, and for his self he apologizes to the members of this Board and to the IVGID staff for having to put up with this nonsense, and for not having stood up sooner to object to it. This is not an issue that can be effectively addressed by either the Board members or IVGID management, and he does not fault you for

having given up trying. These very public and personal attacks can only be addressed by the community at large, so if there are Incline and Crystal Bay residents who feel as he does that this inappropriate behavior must stop, he asks you to make your feelings heard, in this public forum and even better, in private conversations with these so-called watchdogs. Their concerns may or may not be legitimate, but their abusive tactics and conduct should no longer be tolerated. Thank you.

Yolanda Knaack said she wanted to thank the Board for making repair of the pipeline a priority and she hopes that continues. She is disappointed with the fact that it has been leaking for 19 years but she is thankful that the current Board is going to take care of this and the sooner, the better.

D. <u>APPROVAL OF AGENDA</u> (for possible action)

Board Chairman Callicrate asked for any changes to the agenda, none were received, so Board Chairman Callicrate said that the agenda is approved as submitted.

E. REVIEW OF THE LONG RANGE CALENDAR (for possible action)

District General Manager Winquest reviewed the submitted long range calendar. Board Chairman Callicrate said we should have a discussion at our next Board meeting, if possible, on transitioning back to in person Board of Trustees meetings. If we can do a hybrid or if we can accommodate that; then we just need to do the best we can however we should have an in person meeting as soon as possible and we should move back into the Boardroom at Southwood. He can have that discussion with the District General Manager and then have that Board conversation. Trustee Tonking said she will not be at the next Board meeting and that she will provide her thoughts. Trustee Schmitz said she is available to meet in person at the next meeting and let her know where we will be meeting. There have been a number of changes made to the long range calendar and that included a change of date for the District General Manager review, having Audit Committee recommendations on the March 9 meeting agenda and removing the Trustee handbook until we see what we get from Dr. Mathis. Trustee Schmitz then said that she would like to request the Ordinance 7 recommendations be added based on what the attorney's schedule is as she is assuming that Staff has given him a deadline so let's put that deadline on the calendar and get it accomplished before the summer season. District General Manager Winquest said yes, we have updated the long range calendar and we will move up the District General Manager evaluation by one meeting date. He can confirm that the Audit Committee report will be on the March 9 agenda and that Staff is not ready to do in person meetings

on March 9. Trustee Schmitz said she was cheering on the reference by Board Chairman Callicrate. Board Chairman Callicrate apologized for being overzealous and understands it can't be the next meeting. Trustee Dent said he has a conflict with the August 10 Board of Trustees meeting. District General Manager Winquest said as we get closer to that meeting, we will make that determination. Trustee Schmitz asked if we can get a target date to review the list of contracts for annual review as this item has been sitting there for quite some time so we should get it on our calendar. District General Manager Winquest said he will follow up with the District Clerk and noted that Staff has received feedback from the attorney on Ordinance 7 and we are working on that however Staff needs to have one final meeting with the General Manager's Ordinance 7 Committee to come to agreement on the recommendations and then we will a special meeting of the Board of Trustees.

F. REPORTS TO THE BOARD*

F.1. SUBJECT: FISCAL YEAR 2021/2022 SECOND QUARTER BUDGET UPDATE: DISTRICT FINANCIAL RESULTS THROUGH DECEMBER 31, 2021

Recommendation for Action: No action required – report only (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted report. Trustee Schmitz said on page 10, our current year end projection, was to come in \$5.9m (negative) and now it is \$4.3m so a \$10m swing? Director of Finance Navazio said no, that the \$4.3m is the delta. Trustee Schmitz said that the majority is due to capital improvement projects and repair/maintenance work and those are the areas were the biggest deviations are noted and is that an indication that we will not be able to accomplish all of the projects on our plate for this year? Director of Finance Navazio said in looking over this, most of the savings is from delayed projects or projects completed under budget. Carryover projects are counted as projected projects to be complete. Trustee Schmitz said we had a carryover of a little over \$4m last year; are those priority and additional projects? We asked to have those included in the popular report however she didn't see them in there and/or didn't see them in our 5-year report. Are we going to complete the work and identify the initiatives that are going to be our first priority and then determine our capacity for the next fiscal year that is the request she has made. Additionally, Trustee Schmitz wanted to pointed out, in Moss Adams Report #2, pages 62-64 (which Trustee Schmitz read from) the guestion is that was done and then turning to page 29, the

report from the Facilities Fund, no longer would be the fee up at the top but be down below so we could see how much of the facility fee would be allocated and would that be helpful to understand the financial statements? Director of Finance Navazio said the short answer is that it wouldn't impact the sources and uses on page 29. Trustee Schmitz said where is the facility fee in all of this? Director of Finance Navazio said, go to page 43 which then points you to page 46, facility fee which was just \$100 for non-beach and it is entirely in this fund and is shown as operating income. We have discussed this and the Moss Adams recommendation has been interpreted to not be in the operating income but the non-operating income. Trustee Schmitz said correct as that would be much more clear however going back to page 43, Facility Fund, we have no way of knowing how much of the facility fee is baked into these numbers. Director of Finance Navazio said there is little of the facility fee allocated to these funds, rather it is just capital and debt, and you are correct, you would see it better in non-operating – it doesn't impact these statements. Trustee Schmitz said if it was moved down below and she thinks that is how her fellow Trustees said they wanted to see it, and implementing the Moss Adams recommendations, it would much more transparent to see it there. Director of Finance Navazio said we will be bringing to the Board, on March 30, a budget and we can highlight this point and present in that manner. Trustee Schmitz said she would like to see us implementing the Moss Adams recommendations as we all agreed upon.

F.2. SUBJECT: FISCAL YEAR 2021/2022 SECOND QUARTER BUDGET UPDATE: POPULAR CAPITAL IMPROVEMENT PROGRAM STATUS REPORT THROUGH DECEMBER 31, 2021

Recommendation for Action: No action required – report only (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted report. Trustee Schmitz said, regarding the security cameras, it was determined to be expensed so she is wondering why the cameras in Utility are not being expensed – different situation? Director of Finance Navazio said part of the reason why District-wide cameras is to be capital is because we are procuring the system and the cameras are a component therefore it is appropriate to capitalize. They are not part of the integrated security system and that is the distinction and we will come back with more information. Trustee Schmitz asked where the Tyler project is in this list? Director of Finance Navazio said on page 57 and it is shown as HR and Payroll software. Trustee Schmitz asked where is the 60% design is for the pond lining and not sure at point it gets expensed and is it supposed to be

expensed? Director of Finance Navazio said the money budgeted is on page 57, with \$1.55m of carryover. Trustee Schmitz said that the design phases are to be expensed and should it be here also in the expense area? Director of Finance Navazio said just because it is the design, it would meet the capitalization, but if we are pivoting, it would be appropriate to expense it. The costs incurred are appropriate to capitalize. Trustee Schmitz said when it says "in progress" what does that mean – being worked on and could they include percent complete so we can discuss it within our 5-year plan? Director of Finance Navazio said in progress means it has been started and, in the 1st quarter, we left a number of items blank because they hadn't been started. In progress covers a wide swath of in progress. Trustee Schmitz said it might help us with carryover and the things that are ongoing appear to be repair and maintenance activities and that was her observation.

Board Chairman Callicrate said regarding some of the in depth questioning that needs to take place, it is his hope to get those questions answered prior to the meeting by meeting with the Directors as we need to get to the budget workshop which is critically important.

F.3. SUBJECT: REVIEW AND DISCUSS EFFLUENT PIPELINE PROJECT UPDATE

Recommendation for Action: No action required – report only (Requesting Staff Member: Director of Public Works Brad Underwood)

Director of Public Works Underwood introduced Mr. Calderwood (HDR) and Mr. O'Day (Granite); Mr. Calderwood began the review of the presentation that was included in the packet. Mr. O'Day then followed Mr. Calderwood and Director of Public Works Underwood completed the presentation. Trustee Schmitz said if the decision was to replace in parallel does that eliminate the need to have the storage pond to do the construction? Director of Public Works Underwood said yes it could but we would want to have some storage as we don't think we would want to go parallel with all of the project. Trustee Schmitz said that the priority was always Segment 3 and then do some Segment 2 critical repairs, page 63, Segment 3 was previously replaced, so she is a little bit confused about what is going on with Segment 3 and how is this work going to be prioritized and deal with the breakage, start with Segment 3, etc. - can you please clarify? Director of Public Works Underwood said Spooner Lake has been replaced already. Trustee Schmitz said it was not replaced in its entirety and the project summary states completion of Segment 3 as the priority. And then asked if the linear footage

was added to Segment 2. Mr. Calderwood said he may have misspoken in Segment 2 as it runs from the Spooner pump station and all the way to Segment 3. Trustee Schmitz said so that includes Segment 3? The HDR representative confirmed. Trustee Schmitz continued so how do you do all of these critical repairs when you are concerned about breakage while replacing it? Director of Public Works Underwood said what we are seeing in the breaks is that they are at the joints and so it is hard to say and the Board supported it and that was to not do those repairs as it may be near those locations and at the joints. One of the things talked about is where do we start and we are concerned with the steel pipe and we can fix the low pressure points. That is our plan, at 30% right now, still talking about it as a team. Trustee Dent said on the last slide mentioned having temporary storage - can you elaborate? Director of Public Works Underwood said as we investigated and proceeded with design work, we ran into some items with the dam and had some discussions with the Nevada Department of Environmental Protection (NDEP). We talked to them and they provided us with a plan on the pond and we are targeting up to 4 seasons in a lined condition. That is the direction we are headed and going to work with the Division of Dams and TRPA to understand all the requirements. Trustee Dent said when it comes to a longer work day, he heard you say something about your relationship with Granite, what is your recommendation -12 hour days or working around the clock? Mr. O'Day said that NDOT have allowed us to start on Sunday night and work around the clock and be off the road on Friday. In the spring and fall, we have been able to work later on Fridays and some Saturdays depending on traffic counts. Busier seasons, NDOT likes us off the road by noon or 1 p.m. on Friday. We would like to work around the clock on this project to get as much done as we can. We will also look into getting an earlier start at the start of the season and at the end depending on weather; the more efficient we can be the better. Trustee Tonking said when we talked about the different methodologies for placing the pipe - does the slip lining have the same useful life as the other methods? Mr. Calderwood said it can if designed appropriately and that the challenge with slip lining is to have a more robust wall and then there will be a smaller pipe inserted which could cause a whole host of other challenges within the system which is why we are looking at it very carefully.

F.4. SUBJECT: REVIEW AND DISCUSS EFFLUENT STORAGE (POND LINING) PROJECT UPDATE

Recommendation for Action: No action required – report only (Requesting Staff Member: Director of Public Works Brad Underwood)

> Director of Public Works Underwood introduced Ashley Kellogg from Jacobs who gave the Powerpoint presentation which was included in the packet. Mr. O'Day then continued the presentation. Trustee Dent asked what was the timeline to get to 30% design? Ms. Kellogg said we will have a fee and scope amendment at your next meeting; we are not anticipating a long timeline and she anticipates doing the refinement in the next several months. Director of Public Works Underwood said we will be bringing the amendment to the Board and hope to come back in 2 or 3 months and then come before the Board with a preferred recommendation. Also note that the TRPA needs to work through coverage and we are working through that activity as quick as possible. Trustee Dent asked if this project could start summer 2023 or are we looking at 2024 for a start? Director of Public Works Underwood said we are looking at 2023 and can do both at the same time – decoupled at this point of time. Trustee Dent asked if you can include the lifespan of each alternative? Director of Public Works Underwood said yes and that we need to take into account the existing tank and the cost that might yield as we may want to decommission rather than invest in that tank. Trustee Schmitz said originally the pond had to be lined and she thinks you just said that the projects are now decoupled so what is the requirement for the pond and its availability? Director of Public Works Underwood said there is no date from NDEP, they re-upped our permit for another 5 years, and we are in conversations with them but they haven't specified a date. Trustee Schmitz said she is confused because she thought the pond had to be lined before we started the pipeline so she is trying to understand the pond lining project start/need? Director of Public Works Underwood said the pond was a solution for construction and it will be a temporary condition and now we are talking about a permanent solution. Trustee Schmitz said so it is no longer a requirement for the pipeline replacement project? Director of Public Works Underwood said correct and Staff is just looking for an efficient method for temporary storage. Trustee Schmitz said the pond has a ½ million more capacity and the lowest price and does it speed up the efforts and does the HDEP design save money and design as opposed to 3 different alternatives? Director of Public Works Underwood said by overlaying the TRPA potential costs, he forecasts the need to further evaluate all of these options. He knows that Trustee Schmitz has had a tour, it is a small footprint, and there is not much room to do anything but the options may provide more room and we need to vet the TRPA matter as it is the highest level of land classification. Trustee Schmitz said IVGID doesn't have that level of land classification? Director of Public Works Underwood said yes, that is correct. We want to see if this is really 1B coverage and that has to wait until the snow melts. Trustee Schmitz said if there is a need for construction, they

brought in tanks and trucked it off site and if this pond doesn't have the capacity, is that an option? Director of Public Works Underwood said it would be quite a few truckloads a day. Trustee Schmitz said would it help with additional capacity and that HDEP is significantly less if the TRPA element comes out.

G. <u>CONSENT CALENDAR</u> (for possible action)

- G.1. SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE WATERMAIN REPLACEMENT CRYSTAL PEAK ROAD PROJECT 2021/2022 CAPITAL IMPROVEMENT PROJECT; PROJECT; FUND: UTILITIES; DIVISION: SUPPLY & DISTRIBUTION; PROJECT: 2299WS1705; VENDOR: SHAW ENGINEERING, LTD. IN THE AMOUNT OF \$58,300. PLUS \$5,000 FOR CONTINGENCIES AND A BUDGET TRANSFER OF \$20,000. (Requesting Staff Member: Director of Public Works Brad Underwood)
- G.2. SUBJECT: AUTHORIZE PAYMENT TO GRANITE CONSTRUCTION, INC. FOR +/- 1,530 SQUARE FEET OF ASPHALT PAVEMENT DAMAGED BY AN EFFLUENT PIPELINE LEAK ON STATE ROUTE HIGHWAY 28; FUND: UTILITY; DIVISION: SEWER; VENDOR: GRANITE CONSTRUCTION, INC. IN THE AMOUNT OF NOT TO EXCEED \$80,000. (Requesting Staff Member: Director of Public Works Brad Underwood)

Trustee Wong made a motion to approve the Consent Calendar; Trustee Schmitz seconded the motion. Chairman Callicrate called the question and the motion was unanimously passed.

Chairman Callicrate called for a 10-minute break at 8:00 p.m.; the Board reconvened at 8:10 p.m.

H. <u>GENERAL BUSINESS</u> (for possible action)

H.1. SUBJECT: BOARD PRACTICE FOR APPROVAL – BUDGETING AND FISCAL MANAGEMENT; COMMUNITY SERVICES AND BEACH PRICING FOR PRODUCTS AND SERVICES – PRACTICE 6.2.0

Recommendation for Action: Review, discuss and possibly take action to approve the new Board Practice 6.2.0, related to Community Services and Beach pricing for products and service (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Paul Navazio gave an overview of the submitted materials. Board Chairman Callicrate said the clean copy is a good document and looks like it is cleaned up. Trustee Wong said she appreciates the work by Staff and that she is not in support of the changes on page 217. most of these items are for our Staff, and leave it up to our Staff to make the decision. She wants a policy to give guideposts and framework and doesn't want a policy that is so prescriptive that the Board approves everything and defeats having a professional Staff. Believes that our Staff knows how to run our venues and will make the best decisions based on our users. Trustee Tonking said on page 233, 3.6.4, she doesn't know if we do full cost or the operating costs and wants to get clarity on that one please? Board Chairman Callicrate said thank you to all for working on this document. Director of Finance Navazio said that it is full cost of operations and food and beverage. Trustee Tonking said she just wanted to know what it is exactly. Director of Finance Navazio said always intended that it includes the full cost of venue, staff, plus food and beverage and the markup if any; full direct cost is more appropriate. Trustee Tonking said she is a little confused on page 217, don't remember any of these decision points coming up, and where these came from and where the direction came from? Board Chairman Callicrate said when we were discussing this it was stated that there were to be clerical changes so it does help to clarify. Trustee Schmitz said you are correct, when Staff and she went through this, we were identifying additional issues, and the only place where the pyramid was discussed was only in Parks & Recreation. We knew they were substantive and that is her understanding of why they are here. Bullet #2 - expanded the terms - terms that are used in here, put forward this list of definitions so everyone is understanding these things as the same. Put them forward to have a discussion because it was outside the wording changes we had discussed. Trustee Tonking said are we walking through all of these because we never directed them as she is fine with putting in a couple, but it doesn't need to be a dictionary and we don't need known terminology, rather it should just be a couple that should be included. Board Chairman Callicrate said the purpose was to get the clear copy and what we addressed at the past Board meeting needs to be included so he is fine with moving forward with this. He thinks we can accept the document as presented and then do a review next year. District General Manager Winguest said we will have an opportunity to make any revisions next year and wanted to clarify the fifth bullet down. When we initiated the

pyramid methodology and there was a lot of discussion about things like youth program at golf and youth programs at tennis. Community programming includes all the programming within Parks & Recreation and any that occur at golf and then at ski, across all the venues instead of singular at Parks & Recreation.

Trustee Wong made a motion to approve Practice 6.2.0 as shown on agenda packet pages 220-227. Trustee Tonking seconded the motion. Board Chairman Callicrate asked for further comment, none were received, so Board Chairman Callicrate called the question – the motion passed with Trustees Wong, Tonking, Callicrate and Dent voting in favor of the motion and Trustee Schmitz opposed to the motion.

H.2. SUBJECT: FY2022/2023 BUDGET WORKSHOP #3 - REVIEW AND DISCUSS THE FOLLOWING:

- Presentation of Draft Multi-Year Capital Improvement Program Budget (FY2023-27)
- Board Policies Multi-Year Capital Planning / Capital Project Budgeting
- Update Board Priority Projects
- Update Capital Program by Fund
- Update Fleet Replacement Plan
- Update Capital Maintenance / Expense Items

Recommendation for Action: Review, discuss and provide direction to inform ongoing development of the District's FY2022/23 budget. (Requesting Staff Members - District General Manager Indra Winquest and Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials. Trustee Schmitz asked, as it relates to Community Services, \$4.5m that is unfunded and that was Snowflake Lodge, what is the \$3.6m – is that Ski Way? Director of Finance Navazio said yes it is and that was pushed out and deferred. Trustee Schmitz asked what has pushed the boat ramp up in priority as she is not recalling that it got it bumped to a priority project? Director of Finance Navazio said that he thought the Board said if we have a health and safety issue, then Staff is recommending moving that up. District General Manager Winquest said it is Staff's recommendation to move it up for safety and user improvement – that presentation slide is upcoming. Trustee Schmitz said it would be great to get a community group

> together to get a vision and she thinks that the Lakeview Chair is a priority as we have all learned the changes during the COVID and she is in support of getting together a community group to discuss the vision. Board Chairman Callicrate said he concurs. Trustee Schmitz asked if there is community outreach on the dog park that needs to be done or delivered before the USFS makes a decision? District General Manager Winguest said yes, and that it is about timing. Staff needs more information from USFS before we can solicit more feedback than we have already done from the public. He would consider resurveying the community even though he believes it is still a high priority. Trustee Schmitz said she thought it was a requirement of our application in order to approve? District General Manager Winguest said if it was a requirement, he would have been told that. The requirement was showing a robust community outreach to date and he knows that there will be a requirement for another outreach before they make their decision. He has been told that this review will take longer because of shortage of staff and changeover of staff. Trustee Schmitz asked if Staff was given any date? District General Manager Winquest said no and because of the circumstances they are experiencing we were told it would take longer and that is why he hasn't created an advisory committee yet. Trustee Schmitz said we need to understand what we are carrying over and what our priority projects are as those should be our priority projects as we can only get so much done in a calendar year. District General Manager Winquest said he has discussed this with the team and they understand that they have to consider bandwidth of Staff. Once we know a little more about this priority project, we can make a better decision. Trustee Schmitz said, regarding 947 Tahoe Boulevard, are they going to start complaining about the skate park even though they know that this amenity is there? District General Manager Winguest said that he has made it clear to the developers that this amenity is there as well as the ballfield lights and they need to consider paying for screening, etc. to mitigate that. Trustee Schmitz said we just need to stay ahead of it. Trustee Schmitz said we have a number of projects where we have advisory groups and we may need to hire a company to do this facilitation as it is a lot of work to those outreach efforts. District General Manager Winquest said he agrees and these committees do take up a tremendous amount of time; he appreciates the thought. Trustee Dent said he would like to see the Incline Beach House project move along a little quicker and let's streamline this process and let's do it as we have a preliminary design. From a Staff bandwidth perspective, is it something that we can do – building \$30 million in the same year? District General Manager Winquest said he does believe that this project is ripe for a CMAR process and as we vet more of this out, he does think we can accelerate it a little quicker. Staff does remember that it needs to be a scaled down design.

> Director of Public Works Underwood said he definitely wants to check in on the bandwidth and he and his team are laying things out and looking at what we have on our plates for next year and then try and layout the Staff bandwidth so we can see what we might be able to fit in. He has appointed an Engineer to the pipeline and pond lining as his number one priority and he and his team are happy to look at these projects and how they fit in. Trustee Dent said he would like to see the design and have a shovel ready project. We did spend a lot of time on the design and he would be happy to be the Trustee to represent the Board of Trustees on this project. District General Manager Winguest said we can discuss moving the design to 2022/23 and then we can determine construction schedule. Board Chairman Callicrate said on the boat ramp, we have to look at high water and low water years as a low water year might be conducive to construction and he knows that the boat ramp is in some pretty interesting condition. Trustee Schmitz asked what is the safety issue and what is intending to be done? District General Manager Winguest said it gives us more flexibility if we have a low water year and this was recommended by Engineering and Risk as we have some issues that we have come up with creative solutions for so as to not close the ramp down. Director of Public Works Underwood said that the biggest thing is that ramp has some erosion at the end and that is why we had to close it. It is just an unsafe condition that could do damage to the boat trailer and there are safety concerns so we need to really reconstruct that ramp. Trustee Schmitz said so it is really about the low water condition? Director of Public Works Underwood said longer boats have that issue earlier in the season and there are some structure issues with the ramp which has reached the end of its useful life. District General Manager Winguest said we can get more information on this project and when we have a consultant take a look, we can provide more information. We get a lot of feedback from our most frequent users and we don't want to have the ramp completely fail. Trustee Schmitz said we don't have the ability to build a pier? District General Manager Winquest said that has been coming up a lot in discussions and we probably want to look at it while keeping our beaches as restricted access. Trustee Dent said don't we have to take down a pier to add another pier? Board Chairman Callicrate said that was a situation in the past and TRPA is allowing for new piers; that was changed about 4 or 5 years ago. Director of Public Works Underwood said he just had something come across his desk about a new pier. Trustee Schmitz said about the \$80,000, what is it we are trying to accomplish and people who are remote - not sure what problem we are trying to solve especially if we are deciding that we are going back to in person meetings. Director of Information Technology Mike Gove said they are preliminary budget numbers, this is a Board project, there is a lot of conversations going on,

> and this a preliminary budget number to achieve what the Board wishes. Trustee Wong said this is absolutely consistent with what the Board has discussed and we just stated that on the long range calendar. Trustee Schmitz said she was just sharing her opinion and she is one Trustee of five Trustees. Trustee Tonking said when we talked about our priority projects, and she thinks that Trustee Schmitz had to leave that meeting early, that that this was to try and create a hybrid model for the Board and create a better situation. Board Chairman Callicrate said that our current technology is in need of some upgrades and this would be the outside the budget as Staff is trying to maintain stability in our current platforms which we don't have. Things are unstable and things aren't working as well as they could be or should be. Director of Information Technology Gove said that the hardware we have, it works, we can make it, however it is not on the level we would prefer in order to provide a professional production for the community and the Board. The \$80,000 is the going rate for the changing world with the streaming, etc. Right now, we are working with equipment that works but the chances for failure are there. The exposure that these meetings have puts a lot of pressure on his team to provide the production quality that is expected. Trustee Schmitz asked if Staff was going to update the plan for pumps, etc.? Director of Public Works Underwood said no. Staff will be evaluating those programs over the next several months, and the capital plan will stay as is. Trustee Schmitz said so you aren't adjusting it by the pricing increase? Director of Public Works Underwood said some have been adjusted and some have not. Trustee Schmitz said because of costs going up, you have to adjust it meaning the Utility Master Plan and in review of the Raftelis report, isn't there a different scope? Director of Public Works Underwood said yes and Staff is doing a deep dive into our facilities and he wants to have discussion and identification of doing it differently and possibly upgrading a pump station every year and that is just one example. For the treatment plants, understand what is coming forward and needed and Raftelis didn't do that in depth review. Director of Finance Navazio said that there are some inflationary costs built into the utility rates and we are going to update the plan and adjust the capital rates. Trustee Dent said are we going to be updating the pipeline and pond lining projects or pushing them all off to 2024? Director of Public Works Underwood said no because his intent is to have a firm price with Granite so we will need to have that money to award that construction contract. District General Manager Winguest said we want to avoid what happened with the Burnt Cedar pool and if we know we aren't going to need those dollars, we will make those adjustments. Trustee Dent said we had \$4.5 million for pond liner and now we have \$10 million in two years that we don't spend so please understand the concern. He feels like there is a chance that we start May 1 but isn't there a way to

> have part in one year and then in another year and open it early. There is also no way Granite is going to spend \$2 million in 2 months. Director of Finance Navazio said he understands and for the pipeline it is about timing of having the funds in place when we are ready to award. Trustee Dent said he does understand but it impacts the rate study and artificially increasing our rates so be aware of that component. Director of Public Works Underwood said his anticipation is award a contract to Granite in April or May to be ahead and the pond lining/tank is a one season job so don't see that as being a huge change in the rate model. Trustee Schmitz asked what have you seen change regarding the Diamond Peak shuttle buses – seeing a decrease in ridership because of the on demand service? General Manager Diamond Peak Ski Resort Bandelin said no, because we have seen them up there on occasion. On holiday periods, we do offset parking and there are times when we need shuttle busses and we haven't seen any significant drop off and our Staff's biggest concern is not having enough riders to accommodate community town runs. It is a project worth discussion and also worth being in the plan. It might take one or two seasons to get this piece of rolling stock in service. Trustee Schmitz said, in reviewing the summary, that she would encourage a Staff review as she thinks there are items included that were prior period adjustments and written off such as irrigation and cart paths and that this needs to be consistent. Trustee Schmitz then asked that the carryover projects be added so that the Board of Trustees can see what projects are going to be truly on our plates for this fiscal year. Director of Finance Navazio provided clarity on the referenced summary and confirmed that the carryover projects can be added as they are critical. Trustee Dent said he agrees with Trustee Schmitz's comments about the carryover projects. Going back to the cost of borrowing, what discussions have you had with District General Counsel regarding timeline with a \$10 to \$20 million bond and to start planning and getting our ducks in a row. Director of Finance Navazio said he hasn't had the discussion with District General Counsel to understanding the timing for something to land on the ballot. He has discussions on bond issuance and preparation, etc. so we are putting together the timeline but have not yet included the District General Counsel. This is really an election calendar issue but Staff will be bringing District General Counsel into the conversation. Trustee Dent said you had mentioned bringing him into the conversation; Director of Finance Navazio said yes, we will bring him in. Trustee Dent said can we have it on the agenda for March 30? Director of Finance Navazio said it would be a general conversation on March 30 and Staff can provide a general outline on issuing bonds and where we can check in with the voters. Trustee Dent said he wants to be prepared and we have never gone through a bond

issuance so he wants to be informed and the more information we get and the sooner the better.

I. FINAL PUBLIC COMMENTS*

There were no public comments made at this time.

J. <u>ADJOURNMENT</u> (for possible action)

The meeting was adjourned at 10:22 p.m.

Respectfully submitted,

Susan A. Herron District Clerk

Attachments*:

*In accordance with NRS 241.035.1(d), the following attachments are included but have neither been fact checked or verified by the District and are solely the thoughts, opinions, statements, etc. of the author as identified below.

MINUTES

REGULAR MEETING OF MARCH 9, 2022

Incline Village General Improvement District (Amended)

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Tuesday, March 9, 2022 at 6:00 p.m. via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, Michaela Tonking (absent) and Kendra Wong (joined the meeting at 6:45 p.m.).

Members of Staff present were Director of Human Resources Erin Feore, District General Counsel Josh Nelson, Director of Finance Paul Navazio, Director of Public Works Brad Underwood, General Manager Diamond Peak Ski Resort Mike Bandelin, and Director of Golf/Community Services Darren Howard.

C. <u>INITIAL PUBLIC COMMENTS</u>*

Dick Warren said Back in late 2020/early 2021 Moss Adams had guite a few recommendations pertaining to Capitalized Assets. Moss Adams provided a 4 page report on Capital Asset Accounting. These recommendations were presented to the Audit Committee, which accepted all of the recommendations made by Moss Adams with respect to Capital Asset Accounting. The Audit Committee then sent these recommendations on to the Board of Trustees, and the Board accepted these recommendations from Moss Adams as well. IVGID Management was then instructed by the Board to adopt the Moss Adams recommendations. Some Moss Adams recommendations were not adopted by IVGID Management. IVGID Management's position for not adopting some of the recommendations were that they had run these recommendations by the outside auditors (Davis Farr), and apparently Davis Farr had no issues with IVGID Management not following the Moss Adams recommendations, so IVGID Management did not implement these particular recommendations. The position taken by IVGID Management is not consistent with the Board instructing IVGID to implement the Moss Adams recommendations. The Board ordered IVGID Management to adopt these recommendations, for IVGID Management to then turn to the outside auditors for their opinion is irrelevant. Davis Farr was not a party to the original decision to implement the Moss Adams recommendations. It was an

internal (the Audit Committee & the Board) group that decided these recommendations will be adopted by IVGID Management. Davis Farr had no reason to be involved in this decision, why IVGID Management decided to consult with them on this is unknown, other than IVGID Management did not wish to implement these particular recommendations. A few questions:

Why was IVGID Management allowed to consult with Davis Farr on a matter having nothing to do with Davis Farr?

Why did IVGID Management deliberately refuse to implement ALL recommendations from Moss Adams?

Why did the Board of Trustees NOT demand that IVGID Management implement ALL of Moss Adams' recommendations?

But more importantly, who is really in charge at IVGID, the Board or Management?

Thank you.

Cliff Dobler said regarding IVGID's past history of capitalizing costs that should have been expensed becomes mind boggling when taken in total. He has stated many times that such an aggressive approach created an illusion of profitability or lower losses from the recreational venues and the utility fund operations. Moss Adams was engaged to provide guidance on what costs should be capitalized as an asset and what should be expensed. The report's section on Capital Asset Accounting consisted of four pages and was well delivered and explained in great detail. That report was the basis on which a review of prior year capital assets and construction in progress should have been made to determine what costs should be expensed. So in FY 2020 spot paving, some painting and two preliminary assessments costing \$804K was charged off as expenses but apparently nothing was considered in the Utility Fund. In 2021, after the Audit Committee recommendations for the F/Y 2020 financials, \$3.1 million of pre design and assessments costs on the Effluent pipeline was charged off as an expense. For the 2020/2021 financials, the Auditors reviewed prior year capitalized costs and determined that \$867K should be charged off as expenses. The criteria used is unknown but was probably selected items based on the Moss Adams report and Board Policies. The Director of Finance, in turn, decided that only \$168K would be expensed and the auditor did not take exception. Ironically the costs not charged off were predominantly the same type of expenses charged off in 2020. Last year, he reviewed several past projects and determined that an additional \$1.2 million (excluding the pipeline) should have been charged off, but apparently the memo

fell on deaf ears. Also in June, he provided a memo that \$509K in costs, from 2015 to 2020, for tees, greens and bunkers at the Golf Courses using guidance from Moss Adams should be charged off as expenses. Lastly, over the last seven years, \$806K in costs to realign sewer manholes, water lids and valve boxes in state and county roads repavements should have been expensed but were capitalized. These costs were mandated by the Department of Transportation. According to the draft FY 2023 budget these same costs will be expensed indicating the previous year's costs should be charged off. There may be other capital items which must be charged off but more work should be done, not limited testing by the Auditors. An expanded audit is the only solution.

Linda Newman said along with Mr. Dobler, she has been deeply involved in evaluating the District's Effluent pipeline project and wastewater storage ponds. Over the past six years, Mr. Dobler's extensive investigation has revealed overpayment on contracts, write-offs of costs, the denial of restricting funds collected exclusively for the pipeline project and the lack of appropriate reserves for the Utility Fund. All of these insights have been documented to our Board and Staff. Two years ago, the GM determined that the engineering staff did not have the bandwidth to execute these projects and recommended they be farmed out to a project manager under a CMAR contract. One year later, Granite obtained a \$369,000 contract to determine what should be done. Their report was illuminating as we all discovered important information never disclosed by Staff. In the meantime, some key IVGID personnel took flight. Somewhere along the way, the possibility of slip lining the existing pipeline was explored and the need for more wastewater storage capacity. So, in September of 2021, Staff decided to abandon the 4 alternatives for using Storage Pond #1 which were provided by Jacobs 4 years ago at a cost of \$36,000. Then, the chase began to design the larger Storage Pond #2. A contract for \$425,000 plus a \$40,000 contingency was approved. So last week, Pond #2 was abandoned for many reasons, probably the enormous additional cost for land coverage. The latter amount was never disclosed. Pond #1 is now back in action with the recommendation of installing a steel tank, rather than an open pond with a liner. As slip lining appears to be too difficult, the pipeline will probably be installed in a new trench and the existing line abandoned. This is exactly how it was envisioned 10 years ago. Except, 10 years ago the cost was estimated at \$23 million. Now the estimated price tag is more than double. Ratepayers have already ponied up \$20 million for the pipeline – of which millions have been "repurposed." However, nothing has been decided. The pipeline keeps getting repaired. Staff time costs are mounting, consultants need more money, Federal and State lobbyists, too. \$3.1 million was charged off last year and with the probable abandonment of repairs and valves done in 2018 another \$2.2 million will be expensed. All told, over \$6.3 million. Wonder what happened? How about chasing rainbows the past 6 years seeking money from agencies that did not have

it to ensure that this Board and Staff could say they were doing something while they did nothing! Trustees, do you feel good about this gamble?

Ellie Dobler said IVGID management seems to have difficulties separating Capital Asset Projects from repairs and maintenance. So when a 5-year capital plan is presented, it is not a capital asset plan because, a large portion of "projects" are simply repairs and maintenance and should be budgeted in the operating budget. So IVGID invents the word Capital Maintenance to describe repair and maintenance budgets, playing on the word Capital, however, the pure definition of Capital Maintenance states:

"Capital maintenance, also known as capital recovery, is an accounting concept based on the principle that a company's income should only be recognized after it has fully recovered its costs or its capital has been maintained".

For several years, the public has had concerns that operating expenses were being vastly understated, by reporting repairs and maintenance as capital assets, thus creating an allusion that operating the recreational venues and utilities where more profitable than they actually were. Moss Adams was engaged by this Board and a report was issued on January, 28, 2021. The report stated:

"Governments often expend resources on existing capital assets. Most often, these expenditures simply preserve the asset's utility and are expensed as routine repairs and maintenance. Any outlay that does no more than return a capital asset to its original condition, regardless of the amount expended, should be classified as maintenance and repairs. Since maintenance and repairs provide no additional value, their costs should be recognized as expense when incurred." Source - Government Accounting, Auditing and Financial Reporting 23.10

A Capital Asset Plan should be for Capital Assets not repairs and maintenance. So mixing repairs and maintenance into a Capital Asset plan is unacceptable. Page 285 of the March,1, 2022 Board Packet is unique. Titled "Capital Maintenance Projects", of \$7 million and then later called "Capital Improvement Plan Projects", then stated "will be budgeted and recorded as **operating** expenditures". What about the other \$11.5 million budget called Capital Maintenance on page 257. Both are repairs and maintenance. WHY this confusion? I thought transparency was the name of the game.

Aaron Katz said he has written statements to be submitted and that he wants to talk about the utility rate study. The idea of having an independent rate study was

the right thing to do and, in his opinion, HDR's basic statements and methodology is fine but it's conclusions are not. Why? Because your Staff was allowed to corrupt process. This is the same problem we always have with your Staff and you have already heard about some it this evening. This wasn't supposed to be the purpose of Staff but this is, in fact, what happened. Throughout the study, HDR tells us they consulted with Staff and were directed to proceed along with inequitable tasks like maintaining the current rate structure because Staff stated they missed their goal and shame on HDR for allowing Staff to corrupt the process. HDR tells us the goal is to equitably allocate and proportionally distribute among customer classes. But that is not what we have here. HDR admits that the rates for irrigation and snowmaking customers are inequitable and subsidized by residential customers. HDR ignores the public service recreation exemption which carves out preferential rates for the District and its public favored collaborators at the expense of residential customers. HDR perpetuates the capacity adjustment factor which perpetuates the unfairness. The median residential customer uses 1909 gallons of water per month in the winter and Diamond Peak uses many millions of gallons in the same time period yet Diamond Peak is only charged 76.65 times the capital costs the residential customer is charged. Is that equitable? This is because the maximum hypothetical flow of the water through DP's water meter versus the typical residential customers' meter comes up with 76.65 but the residential customer never meets the maximum amount of flow through his meter. Yet DP always requires this to open and for snowmaking. And the same can be said in the summer months with 77% of the District's water use is consumed by irrigation to IVGID's golf courses, parks and its athletic fields which means our paid use as a District capacity adjustment factor is inequitable. We have 15 or more years of data evidencing the District's actual use but HDR ignores this and why? Because Staff has corrupted the process so he is asking that we need to take a step back.

Linda Smith said she has been a property owner in Incline Village for over 23 years. The purpose of her public comments is to provide professional suggestions on General Business Item #4 of the Agenda -- IVGID's audit report for fiscal year ending June 30, 2021. By way of background, she served as Director of Finance for the City and County of Honolulu, a municipality of 880,000 residents with an annual budget, at that time, of over \$550 million. The scope of her responsibilities included financial accounting, tax collection, contracting, auditing, cash management, bond issuances, capital improvements, as well as licensing and debt management. Honolulu met GAAP (generally accepted accounting principles) and GASB (government auditing standards) standards every year and had a AAA bond rating. It is from this perspective, as well as being a concerned citizen and taxpayer of Incline Village, that she shares her views on the Audit Committee recommendations. Her comments address three issues. First, over the past several years staff have included as capital projects items which clearly fall into

the category of expenses—such as maintenance, repairs, and design studies. By doing so, IVGID's operating costs are understated, depreciable assets are overstated, and our financial reports are not in compliance with either the NRS (section 354) or GAAP/GASB rules. Investment income also has not been properly booked to the accounts that generated this income. Audit Committee Chair Tulloch has correctly asked that adjustments be made to correct this. This is particularly important as IVGID looks at issuing bonds to address long term capital needs. such as the effluent pipeline. Bond underwriters will look at the accuracy of our financial statements and when they see both material deficiencies and extensive year-end adjustments, this sends up a red flag that the financial books of our district are not properly maintained. Second, as Trustees you should be concerned that capital asset write offs reviewed and recommended by the Auditor were rejected and reversed by management. This was apparently done without a clear explanation to either the outside auditor or the Audit Committee. She encourages the Trustees to provide clear guidance to the staff regarding compliance with the recommendations of the Auditor. Third, she wants to commend the Audit Committee and the Auditor for identifying deficiencies in the internal controls currently in place to ensure accurate and proper handling of the IVGID funds. As she testified last November to the Audit Committee about these deficiencies, including who has access to computer fiscal files and controlling check signatures on IVGID bank accounts. As she stated then, these deficiencies not only misrepresent the fiscal health of IVGID, but they undermine the bond ratings we may seek, and the confidence of investors in those bonds. Transitioning to new financial software this year will not help if the staff are not capable of balancing the As Trustees she encourages you to set specific benchmarks and timetables for the current staff to demonstrate they have addressed these problems, review their progress on a regular basis, as well as consider bringing in skilled financial management personnel given the significant fiscal increases this District is facing in operating and maintaining its assets. Thank you for the opportunity to express my concerns and offer suggestions.

Chris Nolet said he strongly recommends the Board adopt, and District Staff implement, the 5 recommendations to be presented by the Audit Committee during tonight's meeting. A number of management and financial reporting concerns have been raised over the past by property tax and rate paying citizens. Over the past year, a majority of these concerns have proven to have merit. The ongoing existence of prior period adjustments (essentially restating prior years CAFRs/ACFRs) and continued existence of material weaknesses (plural) in internal controls over financial reporting (in the last two years) continue to validate, in large measure, the assertions made in public comments. The inconsistent treatment of certain period expenses that were capitalized thru 6/30/21, then only writing off a portion of those amounts incurred thru 2019, is a direct contradiction of

one of the foundations of GAAP - namely consistency. If he understands the current District management reports, internal control over financial reporting won't be fully remediated (i.e. effective) until June 2022? That will mean that the Fiscal '22 ACFR will once again be prepared without the safeguards inherent in a working system of internal control. This is simply not acceptable District management performance. Lastly, in light of the violation of the agreement between the Board, Audit Committee and management to fully implement all the recommendations in the Moss Adams report, and the chronic restatements of our annual financial reports, he has to question the legal advice being given to District management and the Board under these unacceptable circumstances. Disregarding the unanimous consent of the Audit Committee and publishing the materially inaccurate ACFR for 21 is really extraordinary and, in his view, exposes those responsible for such actions to unnecessary legal exposure. Please include these remarks in the public record for this meeting. Thank you.

Judith Miller said first she has a small change, but an important one, in the meeting minutes from February 9, on page 358, the sentence that starts out "instead each Trustee..." the next word throughout, as one word, should be replaced by "threw out" and that would give some meaning otherwise it is rather nonsensical. Thank you very much for that and she would like to move on to the water rate study. She did send an email to the Board members and she didn't receive any response so she assumes most of what she said was accurate if not all of it. She looked at the proposed rate alternative on page 200 of the Board packet and most of the revenue numbers look in line with the study however the revenues for irrigation, including IVGID's irrigation, are certainly not achieving equity. It is inconceivable that our water rates, especially for IVGID irrigation, are not followed and meet the required change in rates that the consultant suggested. We need to know the cost of operating our parks and golf venues. This is just another example of inaccurate information in our financials and inaccurate means of reporting expenses and she would like to see that corrected. Ultimately, the property owners will be paying these costs with the facilities fees but at least they will have the figures that resemble the true costs. For years, we have been asking for the costs for water being distributed more equitable and now we finally have a study by an expert in the field that confirms what those who spent the time to read the details had already concluded. IVGID has just not paid their fair share of the costs to provide water and sewer services. She did send in a spreadsheet that shows our residential class and that is 3,694 single family homes are going to be subsidizing the cost of irrigation for golf and for the other IVGID venues. Though why should they have to pay more to make up this deficit? It is something like \$35 per year to subsidize irrigation customers. Please make some effort to follow the consultants' recommendations on the cost of services and please don't saddle the homeowners

with even more costs to subsidize golf and the other recreational venues. Thank you.

Yolanda Knaak said thank you to the Audit Committee for all their hard work and for these Audit Committee recommendations. It is really important that the record be consistent in financial reporting so there is transparency and if they aren't consistent then transparency goes out the door. Board, please approve the Audit Committee recommendations and Staff please incorporate the recommendations.

Margaret Martini said the mismanagement of the Utility Fund, the Pipeline Project and Storage Pond may go down as one of this Board's greatest fiascos! The Utility Rate Study by HDR is only as good as the information provided to the preparer. The 5 year forecast of capital projects and costs IVGID provided are so old and outdated one would wonder how old they really are. Just last week Jacobs reported that the waste water storage pond will now cost between 6.5 and 8.3 million dollars, but the rate study only shows \$4.5 million. Jacobs is recommending the higher cost steel tank, so almost \$3.8 million more will be required. The water main replacement on Crystal Peak Road is in the study for \$1.1 million and is now estimated at \$1.5 million. Applying that increase of 36% to the remaining \$6.4 million of water lines, another \$2.6 million will be needed. So in one week, the Study is short by \$6.8 million! Will rates be increased or will the money be borrowed? It is troubling to think back to 2012 when that Board decided to collect \$2 million per year from rate payers for 11 years. With interest, there would be \$23 million to fund a new pipeline between 2015 and 2023. So, \$20 million was collected and \$750K in interest was earned. Instead of replacing the pipeline, \$1.0 million was diverted to the pond lining project which was diverted again to other projects. Recently \$1.5 million was used to decide on a new storage pond. A \$450,000 design contract was issued, and no one knows for sure where the pond will be. Over \$3.1 million of assessments and accumulated staff time was expensed in 2021. \$2.2 million was spent in 2017 for temporary repairs and air pressure relief valves which will be abandoned and charged off when the new pipeline hopefully begins construction in 2023. Only \$13 million remains and will be spent next year. We will now be obligated by our Trustees to borrow a mere \$36 Million to complete the pipeline giving our citizens the pleasure of paying off debt for the next 20 years. So the original \$23 million pipeline project we thought was paid for will now cost us \$44.8 million. Another \$7.1 million must also be borrowed to prop up the water system! Utility Fund reserves should be \$6.4 million - but, that won't be in place until 2027. This is reprehensible and now very transparent.

D. <u>APPROVAL OF AGENDA</u> (for possible action)

Chairman Callicrate asked for any changes to the agenda. Trustee Schmitz suggested that General Business Item I.4. be moved to higher in the order just based on the number of people listening and interested in this topic. Board Chairman Callicrate said that the utility rate study is also important; it is okay to move it up to General Business Item I.0. Board Chairman Callicrate said that the agenda is approved as revised.

E. <u>DISTRICT GENERAL MANAGER REPORT</u>*

District General Manager Winguest gave an overview of submitted report including that the United States Forest Service (USFS) has delayed our application on the parcel identified for the dog park so outreach will probably be started soon as well as forming a community committee in the next 30 days. There has been a lot of talk within a community about the costs and the cost recovery agreement won't be started until the USFS is ready to initiate it. While it could be within his authority, he will be bringing it to the Board assuming we get to that point. Trustee Dent asked if there were any updates on the grant funds since this report was written; District General Manager Winquest said the only update is that Staff continues to work with our Federal lobbyist and the contract with Tri-Strategies is completed however he will be bringing back a contract amendment on March 30 to extend that contract. He has been in contact with Mr. Salero at Washoe County on the funds requested and there is no update on those funds. Staff has requested some additional funding for Seniors and no update on those funds. Staff has also met with the Nevada League of Cities and Trustee Tonking will be providing an update. The Board will be the first to know of any funding received. Trustee Schmitz said she has been reading that Tri-Strategies said we have requested \$6 million and is that correct? District General Manager Winguest said he thinks their report is false but Staff recalls that it is \$5 million and that he will check and get back to the Board. Trustee Schmitz asked if the District General Manager is reporting the Staff time on the projects and would it be difficult to include it? District General Manager Winquest said yes we can include Staff time and will follow up with Staff and Trustee Schmitz. District General Manager Winguest said it is \$6 million that we have requested from Washoe County.

F. REVIEW OF THE LONG RANGE CALENDAR (for possible action)

District General Manager Winquest reviewed the submitted long calendar and added that he will have Tri-Strategies item and the District Clerk will be reaching out to have a special meeting for the first week in April. Trustee Dent said on April 13 he would like to add the appointment of future Audit Committee members at large and noted that a new term starts on July 1. District General Manager Winquest said we should take care of all of them at once. District Clerk Herron said

yes, we can go out for all and it could take a little longer than the first meeting in April. Board Chairman Callicrate and Trustee Dent said they are good with that as long as we can appoint one seat effective immediately and then the other two seats effective July 1.

G. REPORTS TO THE BOARD*

G.1. SUBJECT: DISCUSSION ON MOVING TOWARD IN PERSON BOARD MEETINGS – Discussion will be led by Board Chairman Tim Callicrate

Board Chairman Callicrate said it is important to get back to in person meetings; masks will be optional and the sooner we can go back to in person meetings the better. Further, he would like to discuss the opportunity to go back to the old Boardroom [located at 893 Southwood] in order to release the Chateau for revenue generation. Trustee Dent said let's do in person meetings and go back to the old Boardroom. Director of Information Technology Mike Gove said he would like to get clarification on the need for call in commenters. Trustee Wong said until some personal issues resolve, she cannot be in person. District General Manager Winguest said one of the points of discussions is the remote call in issue and Staff is completely willing to transition back to the Boardroom however one of the issues is ADA access to restrooms - he needs to do some checking for reasonable accommodation and outside of that, don't see any other challenges with the exception of agenda items drawing large audiences; it would be great to hear from all members of the Board on this topic. Trustee Dent asked if the Director of Information Technology could elaborate a little more on what you want feedback on with call in public comment? Director of Information Technology Gove said he is trying to gain an understanding of what the Board would like to provide and part of that is with Trustee Wong calling in and he would like to get away from using the conference phone and therefore he needs some specialized equipment. He considers this a Board project which will come forth and it will be a well documented presentation before spending a penny of your project budget. Trustee Schmitz said that in person meetings would be refreshing, doesn't care about the location and whatever works out. Community members want to come to the meeting, some don't like to use Zoom, having it in person is better and if it is going to cost around \$80,000 for those not in our community, we need to look at the cost benefit analysis. Board Chairman Callicrate said when there is a smaller venue for Administration, which is a situation down the road, he wouldn't be comfortable investing lots of money for a building that is going to replaced rather he is interested in a proposal on bare bones. Trustee Schmitz said

> she wanted to remind everyone to write in and for the few people who want that option, we need to be cost effective. Board Chairman Callicrate asked if that could be brought forth to us at the next meeting? District General Manager Winquest said the direction is clear for transitioning back to in person meetings, everyone is open to having them at the Administration building and be in compliance where we need to be, and Staff will be bringing back an estimate on hybrid meeting and remote public comment may not be the direction we need to go to because of only a few peoples' use. We can transition to an in person meeting on March 30, we can continue to discuss the longer term goal, we can provide that feedback, and we can let the Board know what an in person meeting will look like. Director of Information Technology Gove said he doesn't know if we will abandon the equipment rather we would try and purchase so it can be used at a new facility. Trustee Dent said he is willing to operate the speaker and volunteers for that. Director of Information Technology Gove said there is no reason we can't have an in person meeting on March 30.

G.2. SUBJECT: DISCUSSION OF REACTIVATING THE CRYSTAL BAY WATER PUMP STATION FOR A POTENTIAL PUBLIC/PRIVATE PARTNERSHIP – Presenters: Marsha Berkbigler and Steve Decea (Requesting Trustee: Board Chairman Tim Callicrate)

Board Chairman Callicrate introduced Ms. Berkbigler and Mr. Decea. Ms. Berkbigler and Mr. Decea gave their presentations which are included herewith by reference. Board Chairman Callicrate asked if this would open up to a glut of others wanting to do this and an unforeseen environmental impact? Mr. Decea said it is a very important question and he read his thoughts on that question. No other Board members had questions. Board Chairman Callicrate said if he understands correctly, this is asking for an opportunity to move forward with exploration. Trustee Schmitz asked if we as a District have a need to fire up the water pump station for fire purposes, that is one thing. She is not in favor of taking a natural resource out of the basin and she has many different concerns. She is not supportive of this type of agreement but appreciates you bringing it forward. Trustee Dent said he has no questions and that from a bandwidth perspective, we don't have the Staff time to do our projects. From a priority standpoint, this would be really, really low in prioritizing our Staff time so he has no interest in pursuing this any further. Trustee Wong said she appreciates the presentation, does think it is worth exploring as long as it doesn't take too much Staff time, and understands how getting the pump station up and running could be of value. She is on the fence about commercial use and this would be the first customer that isn't tied to a physical location in Incline Village as the others

> are tied to a parcel and this would be the first one not to be tied to a parcel. She has no decision on that as this is still in exploration and she is willing to be open to the possibilities. Board Chairman Callicrate said there is an opportunity here for an endowment fund and something of this nature could lead to that and he thinks there is an opportunity to cautiously moving forward. It is a business venture that is a public/private partnership and could see being very careful moving forward and we have other priorities within the District, with the effluent pipeline being number one, and he could see you doing your work without impacting our Staff. He would be supportive in moving forward very judicially and understands that you have a massive amount of data to gather, thinks there is merit to it. Trustee Schmitz said this would be a huge decision to commercializing Tahoe water and she doesn't think it is good and we need to reach out to all of our constituents and that this would be a heated issue and not the issue of five people as there are a lot of people within the community who feel passionate about the lake. Trustee Wong said she was spot on about this being outside of the Incline Village area and we need to be very thoughtful about making a decision. Board Chairman Callicrate said he knows that the environmental impact is minimal and at this time we don't have Trustee Tonking, we need to have further discussion, and have more discussion at a later time, no definitive decision at this time but can revisit this in the near future. He knows that our presenters have been working on this for a long time and he wanted them to share their information. Trustee Wong suggested that Board Chairman Callicrate reach out to Trustee Tonking and then share that with Ms. Berkbigler and Mr. Decea and then share that with District General Manager Winguest who can update us in the General Manager's report. Board Chairman Callicrate said that is a fair request and then he gave Ms. Berkbigler and Mr. Decea an opportunity to give their final thoughts. Ms. Berkbigler said Lake Tahoe is extremely important to her and that she spent a lot of time over the last 8 years to make sure we did the right thing. She spent a lot of time researching this project and her assessment was that she didn't find anything that was negative. What she did find was that the income would be for a long time and ongoing and that it would be a permanent income base to use for whatever you wanted to use it for and to set up an additional fire resource and make sure you are doing something, as a governmental entity, for this area with respect to fire danger. She felt this would be a really good project and she knows that Mr. Decea feels very strongly. They know there are a number of agencies we could go to and putting it here with Incline Village and Crystal Bay was most important to Mr. Decea. She hopes that the Board will allow us to work with Staff and with little time and effort on Staff's part. Mr. Decea said this is personal to him because he lives here and he has become fairly knowledgeable in fire risk

and most communities go through the steps of mitigating and they forget about the real risks are. When a fire starts, you don't have time to prepare, you have to throw as many resources as you have at it, there could be a more extensive defensible space effort and every property in Ventura County is inspected that is at risk. They get a notice in May, ready for inspection in June, and the local fire department has to clear your property. We are not up to snuff within this community and we have to think a lot about that and move it up in the level of priority of this Board. If we have a massive fire, we won't have anything to meet about. Board Chairman Callicrate said he is going to reach out to Trustee Tonking and report back through the District General Manager. We are not committing to anything but the doors are open to whatever and there are always opportunities to move forward. We do have a tremendous fire department up here and they are doing a spectacular job of keeping us safe.

H. <u>CONSENT CALENDAR</u> (for possible action)

H.1. SUBJECT: SNOWBOARD EQUIPMENT PURCHASE: Award a Procurement Contract for Replacement Snowboard Rental Equipment – 2021/2022 Capital Project: Fund: Community Services; Division: Ski; Project # 3468RE0002; Project Type Equipment & Software; Vendor: Burton Snowboards in the amount of \$170,488.50

Recommendation for Action: Award a Procurement Contract for Replacement Snowboard Rental Equipment – 2021/2022 Capital Project: Fund: Community Services; Division: Ski; Project # 3468RE0002; Project Type; Equipment & Software; Vendor: Burton Snowboards in the amount of \$170,488.50 and authorize Staff to execute all purchase documents based on a review by General Counsel and Staff (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

H.2. SUBJECT: Effluent Pond Lining Project – Approve agreement amendments for the Design and CMAR team vendors for the Effluent Pipeline and Pond Lining Project - Fund: Utilities; Division: Sewer; Vendor: Jacobs Engineering (scope only, no cost) and Granite Construction Company in the amount of \$40,526.

Recommendation for Action: Award a contract agreement amendment for Effluent Pond Lining Project – 2599SS2010 - Fund:

Utilities; Division: Sewer; Vendor: Jacobs Engineering Group Inc. (Jacobs). The request is for a change in scope only; no change in contract fees; Award a contract agreement amendment for Effluent Pond Lining Project – 2524SS1010 and for Effluent Pipeline Replacement Project – 2524SS2010 - Fund: Utilities; Division: Sewer; Vendor: Granite Construction Company (Granite), in the amount of \$40,526.; and Authorize Staff to approve the Amendments (Requesting Staff Member: Director of Public Works Brad Underwood)

H.3. SUBJECT: Approve a construction contract for the Slott Peak Watermain and PRV 3-1 Improvements Project – 2299WS1706 - Fund: Utilities; Division: Water; Vendor: RaPiD Construction, Inc., in the amount of \$176,671.00; plus 10% contingency, Washoe County Permit Fees of \$42,500 plus 25% contingency

Recommendation for Action: Award a construction contract for the Slott Peak Watermain and PRV 3-1 Improvements Project – 2299WS1706 - Fund: Water; Division: Supply & Distribution; Vendor: RaPiD Construction, Inc., in the amount of \$176,671.; Authorize Staff to pay Washoe County Encroachment/Excavation Permit (E/E Permit, formerly Street Cut Permit) administrative fees and permanent pavement patch restoration costs in the amount of \$42,500.; Authorize Staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value and 25% of the Washoe County Permit fees; up to the amount of \$20,000 (11.3%) and \$10,625, respectively (total contingency of \$30,625).; and Authorize Chair and Secretary to execute the contract with RaPiD Construction, Inc., based on a review by General Counsel and Staff (Requesting Staff Member: Director of Public Works Brad Underwood)

Trustee Wong made a motion to accept the Consent Calendar as presented; Trustee Schmitz seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

At 7:45 p.m., Board Chairman Callicrate called for a break; the Board reconvened at 7:55 p.m.

I. GENERAL BUSINESS (for possible action)

I.O. SUBJECT: Review, discuss, and possibly take action on the written annual Audit Committee Report to the District's Board of Trustees (Exhibit One) in conjunction with the presentation of the annual audit in accordance with Policy 15.1.0 (subparagraph 2.4.6) (was General Item I.4.)

Recommendation for Action: That the Board of Trustees makes a motion to accept some or all of the five (5) recommendations as listed in the memorandum (Requested by Audit Committee Chairman Raymond Tulloch)

Audit Committee Chairman Tulloch gave an overview of the submitted materials including the 5 recommendations. Board Chairman Callicrate noted that we are absent the Board's Treasurer this evening. Trustee Wong said we should receive the report but not have any larger discussion until Trustee Tonking is present. Board Chairman Callicrate said he would like to see our auditors have a final review of what you have put forth and then whatever the Management's comments are. He doesn't want to drag it out any longer, recognize that and understand the work done. This is an opportunity for everyone to benefit including the community and thinks there is an opportunity to get further feedback from our auditors and then put into practice what we need to put into practice. Trustee Schmitz said that one of the things we had talked about was the Moss Adams recommendations and thinks we should move forward with that and that the auditors rely on Management's representation and she feels that the Audit Committee recommendations are pretty clear, based on facts and not sure on what input the auditors may or may not have; she just don't know. Trustee Dent said he doesn't think the auditors are going to have any additional services unless we hire them and they made that clear. Being a member of the Audit Committee, like Trustee Schmitz, from a consistency standpoint, he thinks the 5 recommendations are something we should move forward with.

Trustee Dent made a motion to accept the recommendations from the Audit Committee as presented. Trustee Schmitz seconded the motion.

Trustee Wong said it is wholly ridiculous to recommend prior period adjustments as the District has our ACFR and it is a ridiculous recommendation and demonstrates we don't know we are doing. She is wholly against this and we need to have our Treasurer present. Board Chairman Callicrate said he is not quite as strong as Trustee Wong as he feels there is merit from what is brought forth. Bring in our auditors and we

> have accepted our ACFR and there are some opportunities here to go forth and he would like to see the Treasurer be part of this conversation and not going to support the motion until Trustee Tonking gets to weigh in and have auditors do likewise. Trustee Dent said what we all agreed to, and that is Moss Adams, and that was to settle this issue between the Audit Committee and Staff, and by not following the recommendations of that consultant, why aren't we following them? All members of that committee said we are going to follow those recommendations, Board is not holding Staff accountable in not following Moss Adams recommendations. We went through this last year, there has been no real change, and he agree with Audit Committee Chairman Tulloch and bringing this forward and moving forward as one. We continue to go back and forth and every time the Audit Committee brings forward recommendations we get rebuttal afterwards from Staff. It is not the mission of the Audit Committee as they are to make recommendations to the Board and bring them forward. Trustee Schmitz said that the Audit Committee voted unanimously to not accept the ACFR and when it went to the Board, Trustee Dent and Schmitz voted not to accept. This is an outstanding issue with these items and when Moss Adams was implemented and we sat down – Audit Committee, Management, members of the community - before we started and spent money, and said that we are were all willing to accept Moss Adams recommendations and put this behind us. Moss Adams has ruled against the community, let that go, and they have kept their word. Management has implemented a few, and there a few items remaining. Just wanted to clarify the agreements made before funds were expended. It might not be worth the consultant charges because they haven't been resolved. Trustee Wong said as we have spent over \$100,000 on consultants, with Moss Adams, and there has been nothing proven that is wrong and now we are working with Management Consultants and there is nothing earth shattering there. We have spent \$150,000 and now we are asking for donations for the bunny treats and Trail of Treats and that is \$150,000 that we are not spending money on our community. There is a reason that the majority of the Board accepted the ACFR when the Audit Committee made the recommendation. Not sure how much money can be spent when you don't trust our Staff and spending money on consultants is not the right answer here. Board Chairman Callicrate said when he is speaking of the auditors, he is referring to Ms. Farr and not Moss Adams. He wants to set the meeting for March 30 and have Jennifer Farr and her associates look at these recommendations as they are the auditors that the Audit Committee hired to do that work. Audit Committee Chairman Tulloch said thank you for the input and he would point out that the \$50,000 with Management Consultants is looking at internal controls so he wants to correct that. It needs to be a member of the Audit Committee, Staff and Ms.

Farr; Board Chairman Callicrate agreed to that. Trustee Schmitz said these findings have nothing to do with trusting Staff but about consistency in our financial reporting and following Board policy. The Audit Committee is here to assist the Board. The Board is responsible for overseeing the financial and internal controls as our fiduciary responsibility. The information is clear and backed up with documentation. Trustee Dent said he had nothing further to add. Trustee Wong said bullshit.

Board Chairman Callicrate, hearing no further comments, called the question – Trustees Dent and Schmitz voted in favor of the motion and Trustees Wong and Callicrate voted in opposition of the motion. The motion dies.

District General Counsel Nelson confirmed that the motion died and that it returns to the Board of Trustees for further action.

Board Chairman Callicrate said he would like to have a meeting with the Audit Committee, Staff, and the auditors and recalendar this matter for March 30 so as to have our Treasurer present as she is an integral part of this conversation. District General Counsel Nelson said we can continue this item by consensus to the March 30 meeting. Audit Committee Chairman Tulloch said he will take guidance from District General Counsel Nelson and the Audit Committee is responsible for providing guidance to the Board and that would like to have a meeting with the Audit Committee, auditors and Staff. District General Counsel Nelson said yes, this can be a meeting of the Audit Committee. Audit Committee Chairman Tulloch said he would seek guidance from District General Counsel and pointed out that the Board received the ACFR without Audit Committee recommendation. District General Counsel Nelson said that the Audit Committee can have a meeting on March 29. Board Chairman Callicrate said he wants our Treasurer involved as well as the auditors and Management as we need to get this taken care of and move forward so let's continue it to March 30. District General Manager Winquest said so you want to have an Audit Committee meeting on March 29 and have something on the agenda for March 30 and if there was material that needed to be presented based on discussions we wouldn't be able to get that material into the packet – is that accurate? District General Counsel Nelson said it would be an oral report on March 30. District General Manager Winguest said so they have a meeting, then a verbal report and then can the Board can take action? District General Counsel Nelson said yes as it would likely it would be within the 4 corners of what we are talking about tonight. Trustee Schmitz said we are scheduling and making assumptions that our auditors have availability on March 29 or

> somewhere before then. Audit Committee Chairman Tulloch said he would like point out that there were extensive discussions on February 22 as well as earlier meetings. We had the auditor comments, based on the information provided. The auditor can advise on whether or not these actions are correct under GASB, GAAP and NRS and a lot of recommendations are concerns with the District for consistency and that we aren't changing our practices from year to year and thus it is not something our auditor can comment on. Board Chairman Callicrate said the District General Manager is to reach out to Davis Farr, Audit Committee, Trustee Tonking and Staff to continue this and then have an oral report on March 30 and take action at that meeting. Audit Committee Chairman Tulloch said he will pass a copy of these recommendations on to Ms. Farr, discuss them with her, and then represent this to the Board. Board Chairman Callicrate said any adjustments will be an oral presentation to this item. Audit Committee Chairman Tulloch said if we don't know we are doing and not providing correct fiduciary advice to the Board, he will stand down.

> I.1. SUBJECT: Review, discuss and provide direction and comment to staff on the draft IVGID Utility Rate Study. Direct staff to prepare documents and Utility Rate Schedules for a Fiscal Year 2022/23 Water utility rate increase, a Sewer utility rate increase, and increase charges on the Public Works Fee Schedule

Recommendation for Action: Provide direction (Requesting Staff Member: Director of Public Works Brad Underwood)

Director of Public Works Underwood gave an overview of the submitted materials. Board Chairman Callicrate asked how long the presentation was going to take, Mr. Koorn said 20-30 minutes. Board Chairman Callicrate asked that he zero in on the rate increases and the most important thing is to set the date of the public hearing as we are going to have bring this back because we need to scale this back because this increase is quite a bit in the first year. Mr. Koorn gave his presentation. Trustee Dent asked if we borrow in 2023, would the rates be lower? Mr. Koorn said it may lower the overall plan slightly and we would shift those costs from one year to another. Trustee Dent asked about an influx of cash, say \$1m from another fund, doesn't take into account a transfer from another fund so could that could lessen the impact? Mr. Koorn said it could but it would only lessen in 2023 and increase in 2024. Trustee Dent said what about if we had revenue for 2 or 3 years and that is why he brought up bonding sooner. The pond lining is from \$4 million at its low to \$8 million at its high, and we have about \$4 million in there and it concerns him to not have a rainy day fund. Plan 2

> bonds out of the gate so we don't drain our reserves. Mr. Koorn said on the one time revenue, whether it is 1 or 3 years, it would lower the adjustments, but at some point you have to get rates up. The challenge with one time revenues is that if it goes away, you are seating where you were. Issue debt in 2023, the principal and interest wouldn't start right away and may be some ability to transition but not a big impact. Trustee Dent said with collecting \$2 million per year, which increases 20% and then 20% again, and understanding how we got there and trying to lessen it instead of a giant peak at the beginning. Mr. Koorn continued his presentation. Trustee Schmitz said you changed these numbers on the revenue side from what is in our materials? Mr. Koorn said these numbers come from our water analysis. Trustee Schmitz said that the distribution of the revenue, it appears that this has changed from the materials? Mr. Koorn said he shows this as the dollars in the materials but this is a different way of showing them. Trustee Schmitz said the reference is agenda packet page 179. Mr. Koorn said the bottom chart ties with agenda packet page 179. The top right is totals and comparison is made for cost of service. Top right is based on agenda packet page 186. Trustee Schmitz asked if you have a chart on what revenue, class, etc. as there is inequity? Mr. Koorn said that is what he is trying to show. Trustee Schmitz said there is inequity and cited a multiple family example. Mr. Koorn responded by showing a chart included in the packet. Trustee Schmitz said during public comments there was a comment made about irrigation and its inequity. Mr. Koorn said in looking at the use and how they use it and their peak and that peak is smaller than the residential customers who are really driving the size of the system. Mr. Koorn continued his presentation. Trustee Schmitz asked about the IVGID irrigation impact. Mr. Koorn said, that per Board policy, this reflects that policy, and the all use applies but not the tiers. Trustee Schmitz said she didn't think Mr. Koorn understood her question – when you did the analysis did you take into account the IVGID use and they can't be tiered and did you take that into consideration on the base rate? Mr. Koorn said yes and when we calculated the revenue it didn't include the tiers but he has accounted in that class for IVGID and no revenue for the tiers but allocated to them like any other customer. The big driver is the peaking in general. Yes, we did account for that, assumes they are not paying it. This rate maintains the current policy in place but if that were to change that could be brought back in to the analysis. Mr. Koorn continued his presentation. Board Chairman Callicrate said that it is imperative to set that date and that we still have the opportunity to tweak before the final recommendation. Trustee Wong said she would be good with setting the rate study; we know that the significant increase in rates is because we, the Board, made the decision to not increase the rates and we are not seeing the compounding increase and

> asked if we are able to bifurcate that? Mr. Koorn said it was somewhere in the 7 or 8% and then the normal rate adjustments and we are also going to lose the compounding and it will have the impact down the road with a lot of impacts from other factors. If you back off on these, he is going to guess you have to do something bigger in the out years then they have projected. Trustee Wong said they are significant, we need to recognize that we made a mistake, and we need to make the most financial responsible decision; own it, correct it, and move forward. Will it cause heartache - yes, will it be painful – yes. Trustee Schmitz said we should also take a look at the costs built in here as there is \$430,000 for additional Staff positions and additional contingencies. We need to look at those as being necessary and doing all of them in year one. She thinks there are things we need to examine and we have capital projects that are over budget and we have carry overs and thus we need to take a good hard look to bring the numbers down. She does recognize that they are high and we need to take a look to see if they can be phased in. Trustee Dent said we need to increase rates and that jumping out of the gate and doing 20% is pretty steep especially when we have \$20 million sitting there. Let's transfer \$3 million over from the General Fund and then we have huge influx of cash and doing that would help to lessen that burden right out of the gate. He acknowledges that the Board of Trustees decided not to raise rates and that if we had, we would be closer to where we need to be. If we pay cash for the pond liner and effluent pipe, well, we need to do that differently and keep cash on hand. There are a lot of unknowns and costs keep going up and he would hate to have an emergency without the funds to pay for it. Trustee Wong said she hears what you are saying however she doesn't trust this Board would approve a bond therefore she would like to ask the Board Chairman to agendize the Board's philosophy on bonding and she doesn't trust that the Board can make that decision. Board Chairman Callicrate said he thinks that the Director of Finance wants to have a bond workshop in the very near future. Trustee Schmitz said she agrees with Trustee Dent and his comments and she too is concerned about using cash and believes that the Director of Finance is bringing to us, on March 30, a timeline on bonding which she thinks is a good place to start having that discussion. Doing something in 2023 to avoid depleting that cash would be a wise move. She thinks we have \$3.5 million to \$4 million that is in excess of our reserve balance and we don't have anything planned for it and she thinks it would be wise to transfer those funds to soften that blow. Trustee Dent said Trustee Schmitz touched on what he was going to ask; believes the Director of Finance is going to inform us on bonding and that he doesn't believe we have ever issued a bond since he has been on the Board. Board Chairman Callicrate said your presentation was enlightening and sobering on where we need to be and we will move to

the next item. We have a couple more meetings to discuss this before the meeting in April. Board Chairman Callicrate then asked Director of Public Works Underwood if he has a clear idea of the direction on where to go? Director of Public Works Underwood said there is some interest from the Board on some of the assumptions we have made regarding positions, contingency, and will look at capital side and some interest in using some General Fund dollars to soften the costs in the first year and that will impact the out years and happy to bring those back to the Board. Trustee Wong said she is not sold on a transfer from General Fund as we don't have a solution for our Admin building which could wipe us out and it is the cushion that gives the District financial stability. Trustee Schmitz said there is something on the 5-year capital plan for bonding, take a look at the fee schedule and review the proposed increases and be sure to note where these services are at least covering operational costs. Director of Public Works Underwood said he did do a little analysis and that he can look at it.

I.2. SUBJECT: Set the date/time of April 27, 2022 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water Schedule of Service Charges, Fee Schedule, and to publish the notice in accordance with the NRS 318.199

Recommendation for Action: Set the date/time for April 27, 2022 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water Schedule of Services, Fee Schedule; and to publish the notice in the accordance with Nevada Revised Statutes 318.199 (Requesting Staff Member: Director of Public Works Brad Underwood)

Director of Public Works Underwood gave a brief overview of the submitted materials.

Trustee Wong made a motion to set the date/time for April 27, 2022 at 6:00 p.m. for the public hearing on the proposed amendments to the Sewer and Water Schedule of Services, Fee Schedule; and to publish the notice in the accordance with Nevada Revised Statutes 318.199. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further comments, none were received, so he called the question – the motion was passed unanimously.

I.3. SUBJECT: Review, discuss and possibly approve Diamond Peak Ski Resort's 2022-2023 Picture Pass holder daily ticket rates

including Picture Pass holders and Non-Picture Pass holder season pass rate proposal

Recommendation for Action: Approve a zero-dollar increase to all Picture Pass holder season passes and daily ticket products for fiscal year 2022-2023; Approve a five-dollar increase to all Non-Picture Pass holder season pass products for fiscal year 2022-2023 as shown within the memorandum; and Authorize Staff to adjust pricing included in (Tier 3) for Non-Picture Pass holder season pass products (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

General Manager Diamond Peak Ski Resort Bandelin gave a brief overview of the submitted materials. Trustee Dent said that the picture pass rate has stayed the same since 2010 and our operating cost is \$5 more than what we are charging and should we be charging \$5 or perhaps more on our daily picture passholders; we are losing money so should we break even or make a few bucks? Trustee Schmitz said the material is very comprehensive and she too concurs with the comment that Trustee Dent made. Looking at our pricing policy and trying to be consistent, we haven't had an increase for 10 years and perhaps a \$5 increase would be appropriate. Trustee Schmitz continued that she e-mailed this question – look at agenda packet page 276, the upper chart, notice Fiscal 2021 and Fiscal 2022, anomaly is that Seniors and Youth went down and then go to agenda packet page 271 and we had a significant increase in rates. She would hate to see less youth at Diamond Peak and can you remind us why the Youth and Seniors had a big increase and don't even have a \$5 increase? General Manager Diamond Peak Ski Resort Bandelin said the reason why we made the increase was to align the pass product to market rate and it was time to make sure we brought ourselves in line with the market. We did a take a dip but he thinks the increase was needed and he would stick with the recommendation of a \$5 increase and see where we settle out and he would like to see what it does to our market. General Manager Diamond Peak Ski Resort Bandelin then pointed out some data points between three year periods and noted that we did see some repercussions in that year but it was the right thing to do to get into line with the market. Trustee Schmitz said it might be because of COVID. General Manager Diamond Peak Ski Resort Bandelin agreed. Trustee Wong asked what is the logic behind the \$5 increase? General Manager Diamond Peak Ski Resort Bandelin said he didn't think that the Board would accept a 0 increase and he does agree on the picture pass holder increase. Trustee Wong said on the \$5 increase, we know that inflation is significant this year – two opportunities – blame it on inflation and

> cost of providing services and flip side is to do a \$0 increase as we know we are a community resort. She is okay with a nominal increase and if you need to do a significant increase, the time might be ripe to do that. General Manager Diamond Peak Ski Resort Bandelin said it will be interesting to see what the other resorts do this year and maybe we are ahead with our increases we did last year. Trustee Wong said she would be in favor of setting a top threshold and fine with doing a \$0 increase. Trustee Dent said he would like to ask what are your thoughts on raising daily picture pass rates as we are \$5 under. Trustee Wong said she is a bit indifferent as we always talk about the value we provide and we know that our non-residents are contributing so much back to our community and she is fine either way and there is a level of pride within our community thus she is inclined to leave it. Trustee Schmitz said she thinks we have a pricing policy and we are having the same discussions with other venues and \$5 gets it into compliance and something that would be consistent with other venues. Director of Finance Navazio said the resident picture pass holder at \$35 is above the operating costs and just like we are doing with golf, we are trying to align the average revenue per ticket with the pricing policy and not individual ones. It is going to be between \$25 and \$35 as we don't have exact data and we are closer then might be implied. General Manager Diamond Peak Ski Resort Bandelin said he wishes he could tell you how many of those tickets were purchased during the peak times. Trustee Wong said thanks and that is the direction. The clause she was referencing was the one about resident discount and met overall revenue and thinks we are meeting the overall pricing policy. Trustee Dent said in the future when we are doing pricing, can we do an analysis on what it would cost to have free beach access and free skiing – next year? Can we see that analysis? What do we estimate our costs would be if anyone who has a picture pass would be able to use it for free? He is all for adding value to the picture pass holders rather than the ones that provide it and the more value we bring is a good cause and just want to have an analysis. District General Manager Winquest said we can pull out all their revenue, we can figure it, and do so with the beaches. Trustee Schmitz said you have to be careful on giving things away for free as then it doesn't present value and she talked about uphill ski passes and the overburdening and have to be careful of the unintended consequences when you offer something for free.

Trustee Wong made a motion to approve a \$0 increase and up to \$5 increase as shown within the memorandum to see how that will hold out with our competitors and Tier 3. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further

comments, receiving none, he called the question – the motion was passed unanimously.

I.4. SUBJECT: Review, discuss, and possibly take action on the written annual Audit Committee Report to the District's Board of Trustees (Exhibit One) in conjunction with the presentation of the annual audit in accordance with Policy 15.1.0 (subparagraph 2.4.6)

Recommendation for Action: That the Board of Trustees makes a motion to accept some or all of the five (5) recommendations as listed in the memorandum (Requested by Audit Committee Chairman Raymond Tulloch) (moved to General Business Item I.0)

J. <u>MEETING MINUTES</u> (for possible action)

J.1. Meeting Minutes of February 3, 2022

Trustee Schmitz said that the website hasn't been updated yet in our discussion related to our Policy 15.1 and that is on pages 314 and 315 haven't been made. She wanted to point out it specifically because of when we were asked why we were reviewing the language – bottom of page 319. Page 323 – up at the top – it says bacon positions and that should be vacant positions and there was something about in line instead of in kind – please look at the entire sentence. Board Chairman Callicrate said that the meeting minutes of February 3, 2022 are approved as revised.

J.2. Meeting Minutes of February 9, 2022

Board Chairman Callicrate said that the meeting minutes of February 9, 2022 are approved as submitted.

K. FINAL PUBLIC COMMENTS*

Yolanda Knaack said she is disappointed that the Audit Committee recommendations didn't pass and hope you pass them next time.

Aaron Katz said that he is disappointed by the presentation given by Mr. Koorn. It was essentially all about what the revenue requirements are. There is really very little dispute about what requirements we have. What the real issue, and he ignored it, and he is really disappointed that the Board members did not follow up it, is the question of equitable distribution. There

> is no equitable distribution when it comes to IVGID and its facilities. He was waiting for the obvious question well what difference would it make on rates if we eliminated the public recreation service exemption eliminating that IVGID and all the other public partners get and it wasn't asked and there wasn't any answer. Do you realize that with snowmaking if we were to impose tiered rates on IVGID, the first 1.53 million gallons of water would not be subject to tiered rates yet he, as a resident, 20,000 gallons it is? What you need to do is eliminate this exception as it is going to allow you to reduce the rates for residents and multi-family and it's going to make IVGID pay its fair share. That is what you need to do and the second problem is there is no recommendation to change the capital improvement cost for these commercial businesses and IVGID. IVGID is not paying anywhere near its fair share of its capital costs. If it were to do that, it would reduce the rates to the residents. That's what you need to do. Finally, he wants to talk about Marsha Berkbigler - that whole presentation was an absolute waste and why did you let them get on the agenda District General Manager and Board Chairman? It was totally wrong. Don't they understand what a GID is? Don't they understand what powers we don't have? If they want to talk about fire protection, go to the fire protection district, go to the County, it is not our business and by the way, it wasted 40 minutes of our time. You want to know why our minutes last so long, that's why. Thank you.

> Denise Davis said that she went skiing at Diamond Peak yesterday and she met Jack working at the Lakeview lift and previously she met Jake working at the Lodgepole lift and they were both very engaging with the skiers in creating a great energy and both told me how much they loved their job. She wanted to pass that along to all of those that work at Diamond Peak and our General Manager at Diamond Peak. They were creating great skier experience and we need more of those folks. A high speed chair can't come fast enough and she is still concerned about the use of the safety bars as she saw less than 50% of the people using the bars. It continues to be a concern for her and it's not the first time you have heard it. Good job Diamond Peak and she looks forward to continuing skiing at Diamond Peak.

L. <u>ADJOURNMENT</u> (for possible action)

The meeting was adjourned at 10:15 p.m.

Respectfully submitted,

Susan A. Herron District Clerk

Attachments*:

*In accordance with NRS 241.035.1(d), the following attachments are included but have neither been fact checked or verified by the District and are solely the thoughts, opinions, statements, etc. of the author as identified below.