
NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on August 31, 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>.

- 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.

-OR-

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. Presentation by Mr. Todd Lowe regarding the proposal for a City of Incline Village
 - 2. District General Manager's Report – **pages 4 - 13**
 - 3. Treasurer's Report– Requesting Trustee: Treasurer Michaela Tonking – **pages 14 - 15**
 - 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*)
- F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – **pages 16 - 17**

Incline Village General Improvement District

Incline Village General Improvement District is a fiscally responsible community partner which provides superior utility services and community oriented recreation programs and facilities with passion for the quality of life and our environment while investing in the Tahoe basin.

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • FAX (775) 832-1122

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NOTICE OF MEETING

Agenda for the Board Meeting of August 31, 2022 - Page 2

G. CONSENT CALENDAR (*for possible action*)

1. **SUBJECT:** Practice 6.2 – Pricing for Products and Services – Approve the cross reference update (Requesting Staff Member: District General Counsel Josh Nelson) – **pages 18 - 36**
2. **SUBJECT:** Approve the Interlocal agreement between IVGID and Washoe County on the East/West Interpretative Parks (Requesting Staff Member: District General Manager Indra Winquest) – **pages 37 - 71**
3. **SUBJECT:** Approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District’s beach deed in the additional amount of \$20,000 (Requesting Staff Member: District General Manager Indra Winquest and Board Chairman Tim Callicrate) – **pages 72 - 73**
4. **SUBJECT:** Award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axxess; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin) – **pages 74 - 124**

H. GENERAL BUSINESS (*for possible action*)

1. **SUBJECT:** Review, discuss and possibly authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation - Phase 2 Project and design the Mountain Golf Course Cart Recirculation Phase 3 – Project #3241LI1903 - Fund: Community Services; Division: Mountain Golf (Requesting Staff Member: Engineering Manager Kate Nelson) – **pages 125 - 132**

Recommendation for Action: That the Board of Trustees makes a motion to authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation Phase 2 and design the Mountain Golf Course Cart Recirculation Phase 3.

2. **SUBJECT:** Review, discuss and possibly approve a Code of Conduct for elected and appointed officials (Requesting Trustee: Chairman Tim Callicrate) – **pages 133 - 137**

Recommendation for Action: That the Board of Trustees makes a motion to approve the Code of Conduct for elected and appointed officials as presented at the August 31, 2022 Board of Trustees meeting.

3. **SUBJECT:** Review, discuss and provide direction related to submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net reviews of the District’s Utility Fund in support of the Effluent Pipeline Project (Director of Finance Paul Navazio) – **pages 138 - 145**

Recommendation for Action: That the Board of Trustees makes a motion to approve the submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net reviews of the District’s Utility Fund, in support of the Effluent Pipeline Project.

4. **SUBJECT:** Review, discuss and possibly approve the recommended Fiscal Year 2021/2022 Carry-Forward Appropriations (amending the Fiscal Year 2022/2023 Budget) and a review of the unaudited 4th Quarter CIP Status Report (Requesting Staff Member: Director of Finance Paul Navazio) – **pages 146 - 156**

NOTICE OF MEETING

Agenda for the Board Meeting of August 31, 2022 - Page 3

Recommendation for Action: That the Board of Trustees makes a motion to approve augmentation of the Fiscal Year 2022/2023 approved budget to reflect carry-forward of available appropriations from the Fiscal Year 2021/2022 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year.

5. **SUBJECT:** Review, discuss, and possibly approve the District General Manager Goals for Fiscal Year 2022-2023 **and** set a date for the District General Manager’s Performance Evaluation (Requesting Staff Member: Director of Human Resources Erin Feore) – **pages 157 - 167**

Recommendation for Action: That the Board of Trustees make a motion to approve the District General Manager’s proposed and/or amended goals for Fiscal Year 2022-2023 and set the date of on or before June 30, 2023 for the District General Manager’s Performance Evaluation.

I. MEETING MINUTES (for possible action)

1. Meeting of July 27, 2022 – **pages 168 - 247**

J. FINAL PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.

K. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, August 26, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of August 31, 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.yourtahoepace.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.yourtahoepace.com; go to "Board Meetings and Agendas".**

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of August 31, 2022

DATE: August 24, 2022

General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Effluent Pond Lining Project <i>*updated 8/24/2022</i>	90% Design Documents anticipated end-January 2022	GM Winqest/Director of PW Underwood	The CMAR Team attended a partnering meeting with stakeholders, Jacobs, Granite and PW staff on August 18, 2022. PW Staff continue to work with the environmental and TRPA consultants to prepare the necessary documentation required for permitting. PW Staff sent the scope of work and preliminary PPA to the Army Corps for review. Continued work on the design of the project is occurring with a deliverable of 60% plans to IVGID mid-September. A neighborhood meeting to initiate the Washoe County Special Use Permit process was held August 16, 2022.
Effluent Pipeline Project <i>*updated 8/24/22</i>	Phase I ongoing	GM Winqest/ Director PW Underwood	The CMAR Team attended a partnering meeting with stakeholders, HDR, Granite and PW staff on August 18, 2022. PW Staff is working with the environmental & TRPA consultants to prepare the necessary documentation for permitting. PW Staff and Accounting Staff are continuing to work with the Nevada State Revolving Fund Clean Water

			Program. PW Staff sent the scope of work and preliminary PPA to the Army Corps for review.
Burnt Cedar Pool Project <i>*updated 8/24/22</i>	Completed June 16, 2022	Engineering Manager Nelson/GM Winquest	PW Staff is waiting for the final pay application from CORE Construction to provide the final financial close out documentation.
Internal Controls Project(s) Review of Internal Control Policies and Procedures <i>*updated 8/24/22</i>	Ongoing	Director of Finance Navazio	Staff has engaged the services of Management Partners, LLC to assist in the review and update of the District's Purchasing policy and finance and accounting procedures manual. Purchasing Policies on 7/27 BOT; Procedures manual completed – being updated for Tyler implementation. Target Completion Date July '22
Review of Board Policies re Budget and Fiscal Management Capitalization (8.1 / 9.1) Fund Balance / Reserves (7.1) Capital Program (12.1 / 13.1)	Fall/Winter 2021 Draft Moss Adams report due 11/21; final report to BOT 1/12/22.	Director of Finance Navazio	New Capitalization and Reserve policies completed – approved by BOT 1/12/22. Draft updates to Capital Program Planning and Budgeting policies presented to BOT 6/29 – final review and adoption Sept./Oct. '22.
Ordinance 7 Amendments <i>*updated 7/20/24</i>	Completed 5/26/22	GM Winquest/Board Chairman Callicrate	Recommendations for revisions were formally presented to the board of trustees on 4/13/22. The Board also set a public hearing for 5/26/22. Continued discussion and potential direction took place at the 4/27/22 and 5/11/22 Board of Trustees meetings. The Board of Trustees took action on 5/26/22 to formally Amend Ordinance 7 and staff is in the process of implementing amendments.
Special Counsel to Review Beach Deed, potential revisions to Ordinance 7, Employee use	Spring/Summer 2022	GM Winquest/Legal Counsel Nelson	Special Counsel has finalized his review of Ordinance 7 Revisions.

<p>of District Beaches, Policy 16.1.1, Commercial Operations on District Beaches</p> <p><i>*Updated 8/24/2022</i></p>			<p>Additionally, Special Counsel has finalized his review of the District's Gold & Silver Card program as well as employee access to District Beaches. Agenda items for board discussion and possible action forthcoming in Fall 2022. Discussion and Possible action on potential revisions to the District's Gold/Silver program is planned to be agendized on the 9/28/22 BOT meeting.</p>
<p>Smith vs IVGID Litigation</p> <p><i>*updated 8/24/22</i></p>	<p>Completed</p>	<p>Legal Counsel/Board of Trustees/GM Winquest</p>	<p>Settlement agreement between both parties fully executed.</p>
<p>USFS Parcel Acquisition – Potential Dog Park</p> <p><i>*updated 8/24/22</i></p>	<p>Ongoing</p>	<p>GM Winquest</p>	<p>The GM Advisory Committee on a Community Dog Park has been formed and have held meeting on the following dates: 7/28/22, 8/10/22, and 8/24/22. Early focus has been on historical background and site analysis. Members of the committee include Judith Miller, Janet Pahl, Leighton Pratt, Michelle Lintzner, Myles Riner, Simi Balter. The Board of Trustees liaison is Trustee Sara Schmitz.</p>
<p>USACE Grant Funding for Pond Lining/Pipeline Projects</p> <p><i>*updated 8/24/22</i></p>	<p>TBD</p>	<p>GM Winquest/ Director PW Underwood</p>	<p>USACE model agreements have been reviewed by legal. PW Staff has prepared the scope of work and preliminary PPA for Army Corps to review for the Effluent Storage Tank Project. PW Staff sent the draft scope of work and preliminary PPA for the Army Corps to review for the Effluent Export Pipeline.</p>

Utility Rate Study	Completed	Director of Finance Navazio/Director of PW Underwood	Complete
Recreation Center Youth Expansion Project <i>*updated 8/24/22</i>	Winter 2024	GM Winquest/DPM Waters	Contracts for the A&E design team, CORE Construction, and Exline Consulting were approved by the Board on June 29, 2022. The Progressive Grant Agreement was approved by the Board on July 27, 2022. The design team is moving quickly to prepare final design documents. Biweekly CMAR Team project meetings are held to keep the project moving forward. IVGID has received the geotechnical report and preliminary survey. The CMAR Team has held meeting with TRPA and Washoe County Planning and are preparing the necessary documentation required by each entity.

IVGID Golf Courses Update

Golf Operations July Update - Championship Course

July once again has been a good month financially. Much of this is due to the incredible condition the golf course has been in all season long under the direction of Golf Course Superintendent Jeff Clouthier. Golfers have been raving about the condition of the course all season and this is a credit to he and his staff. The average dollar per round continues to increase over last year and some of the increases can be attributed to Guest and Non-Picture Pass Holder rates increasing this season. Food and Beverage has been operating with a skeleton crew all season. Staffing for the season has been very challenging, which results in limited ability to fully staff the Grille Restaurant and fully open all F&B Outlets. Facilities (Banquets & Weddings), has not been fully vetted yet, but according to our Facilities Sales & Events Coordinator Lauren Iida, the season has been very good to date and that department should finish ahead of revenue projections. Round totals are very close to budget and hopefully with no fires in the area, play will continue to be on pace. Merchandise sales and Profit Margins still continue to finish higher than budgeted. Overall, expenses should be under budget for the season due to lack of staff and being able to operate at our normal capacity.

Round Type	Actual Rounds	% of Play	Budgeted Rounds	YTD Actual	YTD Budgeted	YTD % of Play Actual	YTD % of Play Budgeted
PPH	1764	32%	1840	3689	3940	30%	34%
Play Pass	1949	36%	2200	4575	4450	37%	38%
Guest	666	12%	575	1108	1155	9%	10%
Non-PPH	1066	19%	1063	2671	1788	22%	15%
Other	62	1%	122	374	347	2%	3%
Totals	5507	100%	5800	12,417	11,680	100%	100%

Play Pass Rounds Only	Rounds	% of Play Pass Rounds	YTD Rounds	YTD % of Play Pass Rounds
CH – 10 Play	373	19%	660	14%
CH – 20 Play	297	15%	612	13%
CH-AYCP Ind. Pass Visit	302	15%	736	16%
CH-AYCP-COLLEGE Pass Visit	43	2%	97	2%
CH-AYCP-CPLS Pass Visit	505	26%	1348	30%
CH-AYCP-JR Pass Visit	17	1%	54	1%
CH-LIMITED-AYCP Pass Visit	70	4%	207	5%
CH-LIMITED-AYCP-CPLS Pass Visit	134	7%	323	7%
CH-PM-AYCP Pass Visit	208	11%	538	12%
Totals	1949	100%	4575	100%

*CH = Championship Course; AYCP = All You Can Play; CPLS = Couples; JR = Junior; Ind. = Individual

**All AYCP Pass types = 1279 or 66% of Play Pass Rounds

Championship Course Revenue Overview (compared to Budget)

	Month	YTD
Green Fees	+\$29,697	+\$92,393
Range Fees	-\$146	+\$7496
Club Rentals	-\$8568	-\$3409
Merchandise Sales	+\$10,683	+\$75,291
Food and Beverage Sales	-\$65,367	-\$77,291
Facilities/Events	Not Vetted	Not Vetted

Mountain Course

The Mountain Course finished the month below projected revenue, but is still slightly ahead for the year. Rounds were not as high as anticipated, especially for Non-PPH rounds which is where the higher greens fees are.

Mountain Course

Round Type	Actual Rounds	% of Play	Budgeted Rounds	YTD Actual	YTD Budgeted	YTD % of Play Actual	YTD % of Play Budgeted
PPH	1817	42%	1850	3542	3530	40%	39%
Play Pass	852	20%	1000	1799	1720	20%	19%
Guest	538	12%	500	1120	900	13%	10%
Non-PPH	1054	24%	1400	2186	2480	25%	28%
Other	99	2%	250	167	370	2%	4%
Totals	4360	100%	5000	8814	9000	100%	100%

Play Pass Rounds Only	Rounds	% of Play Pass Rounds	YTD Rounds	YTD % of Play Pass Rounds
MT-AYCP Ind. Pass Visit	181	21%	416	23%
MT-AYCP-COLLEGE Pass Visit	12	1%	31	2%
MT-AYCP-CPLS Ind. Pass Visit	338	40%	769	43%
MT-AYCP-JR Pass Visit	41	5%	85	5%
MT-10 Play (9 Hole) Pass Visit	205	24%	362	20%
MT-10 Play Pass Visit	52	6%	84	5%
MT-PM-AYCP	23	3%	52	2%
Totals	852	100%	1799	100%

*MT = Mountain Course; AYCP = All You Can Play; CPLS = Couples; JR = Junior; Ind. = Individual

** All AYCP Pass types = 595 or 70% of Play Pass Rounds

Mountain Course Revenue Overview (compared to Budget)

	Month	YTD
Green Fees	-\$31,862	+\$3130
Club Rentals	-\$3775	-\$1010
Food and Beverage Sales	-\$20,568	-\$21,578

**Just as a reminder, not all revenues and expenses have been fully vetted yet and this is a high level overview of where we think all departments are to date.*

Verbal Update on Beach Operations

Verbal update to include information on the current operations at the Ski Beach Boat Ramp, Burnt Cedar Pool and Staffing levels in particular as they relate to lifeguards.

Key Project Updates

For more information on current district capital projects.

Webpage Link:

<https://www.yourtahoeplace.com/ivgid/resources/construction-updates>

Risk and Resilience Assessments and Emergency Response Plan

The Risk and Resilience Assessments (RRA) and emergency response plans (ERPs) for the sanitary sewer system are being completed by Farr West Engineering. A workshop was held with Staff on July 12, 2022 for the ERP. Staff is working to gather information necessary to complete the ERP.

Recreation Center Locker Room Project

The remodel of Locker Rooms is on schedule and slated for completion Sept. 29, 2022. The demo was completed, the drains have been replaced and the tile has been installed. The lockers, showers and bathroom partitions are currently being installed and the electrical will soon be completed. There has been minimal disturbance to public and the users of the pool area. The contractor was able to create a solid separate construction entry which has allowed the pool to stay open.

Burnt Cedar Swimming Pool Improvements – 3970BD2601

PW Staff is waiting to receive the final pay application request from CORE Construction (anticipated to receive the week of August 29th). Once received, the project closeout report will be provided to the Board.

CORE Construction Contract Status (as of June 30, 2022):

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$3,845,864.00	\$113,242.20	\$3,959,106.20	\$3,774,436.78	\$373,391.31

Effluent Pipeline Project – 2524SS2010

The entire CMAR team and stakeholders had a partnering meeting in Reno on August 18, 2022. HDR is working on the 100% design documents for the entire length of the alignment. The surveyor will be on-site to collect necessary data to enhance the final design documents during August and September. PW Staff is continuing to work with the environmental & TRPA consultants to prepare the necessary documentation for permitting.

PW Staff is working closely with NDOT Permitting to ensure all information required is provided with the permit application package that will be submitted to NDOT early October.

PW and IVGID Accounting Staff have a monthly check in meeting with the Nevada State Revolving Fund Clean Water Program. We are working closely with them to provide all necessary information to ensure we are meeting any deadlines required to keep the project on schedule.

Effluent Pond Lining/Storage Project – 2599SS2010

The CMAR Team attended a partnering meeting with stakeholders, Jacobs, Granite and PW staff on August 18, 2022. PW Staff continue to work with the environmental and TRPA consultants to prepare the necessary documentation required for permitting. A surveyor will be on-site to stake the access road alignment and trees in September/October. PW Staff sent the scope of work and preliminary PPA to the Army Corps for review. Continued work on the design of the project is occurring with a deliverable of 60% plans to IVGID mid-September.

A neighborhood meeting to initiate the Washoe County Special Use Permit process was held August 16, 2022. A good discussion regarding the project took place with the small handful of people that participated.

Financial Transparency

The District's Finance and Accounting Staff are working on the FY2021/22 year-end close. The June period close is extended due to the fiscal year-end close process. Cut-off for Accounts Payable was mid-August; however fixed assets, inventory accounts, due to/due from and final cash balance reconciliations will take place over the next several weeks. Trial balances are due to the District's independent auditor by September 31st. The auditors are also working on the companion audit engagements related to Purchasing/Contract Management, with a report expected in September. The supplemental engagement to review capitalization of fixed assets will run concurrent with the audit of the financial statements (Sept/Oct.).

Other significant projects currently underway include:

Review and update of selected Board Policies and Practices – new Capitalization, Reserve and Central Services Overhead Allocation policies were approved by the Board on January 12, 2022; Pricing Practice was approved by the Board of Trustees on March 1, 2022; Capital Planning and Budgeting Policies/Practices currently being updated, informed by recommendations from Moss Adams report. Draft policies presented to BOT on June 29, 2022, with feedback informing final policies to be presented to the Board for approval in Sept./Oct.

Ongoing update of Internal Control policies and procedures – Staff has largely completed its work with Management Partners, LLC, who was engaged to assist management in the review and update of the District's Purchasing Policy and Accounting/Finance Procedures Manual. Purchasing policies were presented and approved by the Board 7/27/22. Consultant completed review and update of Finance and Accounting Procedures Manual. This draft document is, in turn being updated to reflect workflow and controls being instituted with the implementation of the District's new (Tyler/Munis) financial system.

Implementation of Tyler/Munis Financial System - the District has transitioned to the new enterprise-wide financial system (Tyler/Munis), which went "live" as of July, 2022. Initially, transactions are being posted in the new system, which has been updated with the FY22/23

budget and five-years of historical data (imported from the legacy Innoprise system). Staff is working on implementing the capital project, contract management and fixed asset modules, while also building out improved financial reporting capabilities. One of the goals of the new financial system project is to streamline accounting processes, strengthen internal controls, and enhance budget and capital project reporting. Staff training is ongoing, with department-specific orientations and trainings conducted during the first two weeks in August.

Policy 3.1.0, Subparagraph 0.4 – Report to the Board on Contracts Signed by the District General Manager

This section will be updated in the next report.

Public Records Requests

Following are the public records requests from [July 19, 2022 to August 16, 2022](#)

Date Requested	By Whom	Subject	Date Responded	Status/Comments
07/19/2022	Morris, Peter	Emails from Trustee Schmitz's personal account(s) regarding District business	08/02/2022	Complete
07/20/2022	Gumz, Joy	IVGID Bucks	07/20/2022	Complete
07/21/2022	Dobler, Cliff	Definition of a Consent Calendar Item	07/21/2022	Complete
07/25/2022	Katz, Aaron	Drawings on the Rec Ctr Expansion Project	07/28/2022	Complete
07/27/2022	Katz, Aaron	Data Sheet – 2015 – 4899FF1501 – Recreation Center Lobby Updates	07/27/2022	Complete (sent the summary information and the actual data sheet)
07/28/2022	Dobler, Cliff	Drawings on the Rec Ctr Expansion Project	07/28/2022	Complete
07/29/2022	Dobler, Cliff	The depreciable life used for the 1,100 lf of effluent pipeline installed in 2018 and capitalized thereafter. In addition, please provide the depreciable life used for the air pressure relief valves installed at approximately the same period. Both items were capitalized as a fixed asset.	08/16/2022	Complete
08/02/2022	Katz, Aaron	Community Partner: Boys and Girls Club	08/02/2022	Complete
08/04/2022	Katz, Aaron	Pricing Practice 6.2	08/04/2022	Complete
08/08/2022	Dobler, Cliff	Amendment #1 to the HDR contract which was issued sometime in June 2021	08/08/2022	Complete
08/09/2022	Gumz, Joy	Weekly Bill Pays: Jul 18 - July 23, 2022 July 1 - July 7, 2022 July 8 - July 15, 2022	08/09/2022	Complete

08/09/2022	Katz, Aaron	As you know the latest grant agreement with the Duffield Foundation re the Rec Center expansion ("the project") speaks to reimbursing the District for IVGID staff time expended on the project and billed to the Foundation. I would like to examine all such writings directed to the Foundation evidencing such billings from inception to date. I would like to examine records evidencing the District's chart of account ("COA") number(s) assigned by staff for each of those billings. I would like to examine records evidencing the Foundation's payment of those billings, and the COA(s) assigned by staff for each of those payments.	08/17/2022	Complete
08/14/2022	Katz, Aaron	Waste Management Bills and Work Orders regarding East/West Parks		Staff is working on this request; new deadline established as 8/26

June 2022

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
06/03/2022	778684	Check	Environmental Inspections & Construction Inc	\$ 11,774.00	Paid
06/03/2022	778692	Check	Syneco Systems, Inc.	17,866.00	Paid
06/10/2022	778708	Check	Elements Mountain Company Inc	24,500.00	Paid
06/10/2022	778714	Check	G&E Contracting DBA G&E Painting	16,700.00	Paid
06/10/2022	778738	Check	Thomas Petroleum, LLC	19,362.90	Paid
06/17/2022	778747	Check	Batteries Plus #350	51,363.00	Paid
06/17/2022	778748	Check	BBK-Best Best & Krieger LLP	10,843.00	Paid
06/17/2022	778749	Check	Building Control Services, Inc.	15,663.29	Paid
06/17/2022	778769	Check	NV Energy	84,118.91	Paid
06/17/2022	778777	Check	Reno Disposal/Dbawaste Management of Nevada	11,289.23	Paid
06/17/2022	778784	Check	Southwest Gas	15,847.32	Paid
06/23/2022	778806	Check	Absolute Sealing & Striping	15,909.00	Paid
06/23/2022	778813	Check	Core West, INC DBA Core Construction Serv. of NV	151,750.38	Paid
06/23/2022	778824	Check	Heavy Equip Inc.	26,850.00	Paid
06/23/2022	778839	Check	Peter I. Breen	10,000.00	Paid
06/23/2022	778849	Check	Town & Country Flooring	35,603.53	Paid
06/30/2022	778866	Check	BBK-Best Best & Krieger LLP	13,375.50	Paid
06/30/2022	778869	Check	Building Control Services, Inc.	18,272.23	Paid
06/30/2022	778916	Check	Thomas Petroleum, LLC	27,221.90	Paid
06/03/2022	6183	EFT	Alta Vista Janitorial	10,360.00	Paid
06/10/2022	6203	EFT	EXL Media	10,059.20	Paid
06/10/2022	6218	EFT	SI Legacy Floor Finishing, LLC	17,400.00	Paid
06/17/2022	6243	EFT	State of Nevada Dept. Conservation	14,497.00	Paid
06/23/2022	6269	EFT	Maco Machinery CO. Inc. DBa: Artec Machine Systems	17,357.06	Paid
06/30/2022	6333	EFT	Univar Solutions USA Inc. DBA Univar USA Inc.	10,664.40	Paid
06/09/2022	0	Auto Pay	Acushnet Company	12,924.53	Paid
06/23/2022	0	Auto Pay	Wilbur-Ellis Company	11,476.00	Paid
06/23/2022	0	Auto Pay	AT&T	13,804.38	Paid
06/23/2022	0	Auto Pay	Southern Glazer's Wine & Spirits	11,234.01	Paid
06/23/2022	0	Auto Pay	US Foodservice, Inc.	14,970.71	Paid
				\$723,057.48	

July 2022

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
05/05/2022	778513	Check	North Lake Tahoe Fire Protection District	27,539.78	Paid
05/12/2022	778535	Check	Champion Chevrolet	46,352.25	Paid
05/12/2022	778539	Check	Core West, INC DBA Core Construction Serv. of NV	253,612.37	Paid
05/12/2022	778541	Check	Dell Marketing LP C/O Dell USA L.P.	11,397.36	Paid
05/12/2022	778550	Check	Hill Brothers Chemical Company	10,020.62	Paid
05/12/2022	778578	Check	Southwest Gas	15,602.10	Paid
05/19/2022	778592	Check	Advanced Exercise Equipment	33,603.34	Paid
05/19/2022	778601	Check	NV Energy	75,279.67	Paid
05/19/2022	778613	Check	Turf Star, Inc.	12,327.05	Paid
05/26/2022	778619	Check	BBK-Best Best & Krieger LLP	18,591.50	Paid
05/26/2022	778621	Check	Champion Chevrolet	27,303.25	Paid
05/26/2022	778631	Check	FARR Construction CORP Db:Resource Development CO	24,300.00	Paid
05/26/2022	778644	Check	Merit Electric Company	12,767.00	Paid
05/26/2022	778660	Check	San Joaquin Electric, INV	37,468.24	Paid
05/26/2022	778672	Check	Ward-Young Architecture and Planning	15,493.11	Paid
05/26/2022	778675	Check	Wire Rope Service, Inc.	26,600.00	Paid
05/05/2022	6067	EFT	HDR Engineering, Inc.	34,993.99	Paid
05/05/2022	6081	EFT	Univar Solutions USA Inc. DBA Univar USA Inc.	13,909.06	Paid
05/12/2022	6109	EFT	Solenis LLC	11,266.78	Paid
05/19/2022	6141	EFT	Western Nevada Supply	22,427.80	Paid
05/26/2022	6153	EFT	Jacobs Engineering Group Inc, Formerly CH2M Hill	25,916.99	Paid
05/05/2022	0	Auto Pay	AT&T	13,601.72	Paid
				\$ 770,373.98	



LONG RANGE CALENDAR

Wednesday, September 28, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- FY2021-22 Fourth Quarter Budget Update (Reports)
• Policy 3.1.0 review (Requested by Trustee Tonking - 5/26/2021)
• Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District effective June 1, 2022 - Actions on Fees as stated in paragraphs 36, 69, 71 and 81 (Requesting Staff Member: District General Manager Indra Winquest)
• Approve a professional services agreement with XXXX to develop the Utility Infrastructure Masterplan (CIP2097DI2202), in the amount of \$XXXXXX, and authorize Staff to execute any change orders for additional work if necessary in an amount not to exceed 10% (\$XXXXX) (Requesting Staff Member: Engineering Manager, Kate Nelson)
• Discussion and possible action on former employees/Trustees to no longer use their Silver and/or Gold cards to access the District's beaches

Wednesday, October 12, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- Rec Center Expansion Project check-in (at 60% design)
• Policies 12.1.0, 13.1.0 and Practice 13.2 – Capitalization

Wednesday, October 26, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting (Trustee Wong is unable to attend this meeting)

Items Slated for Consideration

Wednesday, November 9, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- ❖ FY2022-23 First Quarter Budget Update (Reports)
❖ FY2022-23 First Quarter CIP Popular Status Report (Reports)
❖ Beach Season Update to include update on the Ordinance 7 (which includes the Family Tree) changes made in May 2022 (requested 4/27/2022 – Trustee Schmitz)

Wednesday December 14, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration



LONG RANGE CALENDAR

Parking Lot Items – To be scheduled

	<i>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</i>
A	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)
B	Review of service levels – Golf will be coming first
C	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder
D	List of contracts, etc. that need annual Board Review – District General Manager and District Clerk – Date Requested 9/21/2021.
E	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 20.1.0 Follow up with District Counsel Nelson
F	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) Solicitation is done; agreement is in process
G	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)
H	Board of Trustees Handbook Trustee Schmitz said she is willing to take this on and was wondering of the officers of the Board would be willing to capture the roles and responsibilities of that office and bring it back for discussion at a future meeting. Board Chairman Callicrate said NRS statutes dictate and getting this perspective; thinks all of us can bring in that information; some value to that.
I	Policy 16.1.0 – (requested by Trustee Schmitz – 6/8/2022)
J	Possible future Board item – Reactivate CBWS (NLTFPD input received 06/29/2022) – Date Requested 5/11/2022 – Trustee Callicrate
K	Look at the Whistleblower procedure (Requested by Trustee Schmitz on 7/27/2022) – last time it came before the Board was 8/10/2021
L	Annual report – PP 141/Resolution 1895 (added by District Clerk Herron 07/28/2022) – due date is last meeting in July 2023
M	Ordinance 7, paragraph 110, annual report due March 1, 2023 (added by District Clerk Herron 08/01/2022)

*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, 2023.

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Approve the reference change in Practice 6.2.0 – Pricing for Products and Services

DATE: August 23, 2022

I. RECOMMENDATION

That the Board of Trustees approve the reference change in Practice 6.2.0. – Pricing for Products and Services.

II. BACKGROUND

The Board of Trustees adopted Policy and Procedure 141/Resolution 1895 on July 27, 2022. This policy and procedure is regarding the complimentary and discounted use of District Facilities and recreation programs. With this adoption, Resolution 1701 was rescinded and therefore the reference to same needs to be changed with Practice 6.2.0.

III. FINANCIAL IMPACT AND BUDGET

There is no financial impact.

IV. ALTERNATIVES

The alternative would be to decline this request.

**CURRENT
VERSION OF
PRACTICE
6.2.0**

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies

PRACTICE. It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

1.0 Scope

This Practice shall be used to ensure consistent application of pricing policy across the District's Community Services and Beach venues in order to meet venue-specific revenue and cost-recovery targets established through the annual budget process.

The objective of the District's pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

2.0 Definitions – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access to a venue during normal business hours versus outside of normal operations.
- Capital Costs for programs and services provided through the District's Community Services and Beach Enterprise Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

3.0 Community Services Pricing

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the District establishes, through the annual budget process, a Recreation Facility Fee assessed on parcels and/or dwelling units within the District.

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.

3.1.2 Pricing for services and merchandise sold at District profit centers (ex. Golf Shop, Food and Beverage, Ski Rentals) shall incorporate mark-up over costs based on market-driven targeted profit margins established as part of the budget process.

3.1.3 As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

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.

3.2.2 Where Guest Rates are established, the Guest must be accompanied by an IVGID Picture-Pass holder.

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).

3.4 Discounts

3.4.1 Group Rates – Access to and/or rental of venues for qualifying groups can be provided at a discount, provided that the discounted pricing is set so as to cover the Direct Costs of venue access. Discounts may vary based on venue availability (example: peak versus off-peak, mid-week versus weekend).

3.4.2 Community Focused Non-Profits – Access to and/or rental of District facilities and venues, and participation in programs and/or services by community-focused non-profits, as defined (Resolution 1701) may be provided at a discount at no less than

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

the Direct Costs of providing venue access/rental, program or service.

- 3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.
- 3.4.4 A quarterly report will be provided to the Board of Trustees detailing the financial impact of the discount extended to the various groups and/or non-profits.

3.5 Venue-Specific Pricing

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to:

3.5.1 Golf Course Fees

- 3.5.1.1 Fees charged to IVGID Picture-pass holders their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses.
- 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees.
- 3.5.1.3 Management shall track and report average revenue-per-round, in relation to the defined cost-recovery targets.

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

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

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.

3.5.3 Ski

- 3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.
- 3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.
- 3.5.3.3 Rates charged to IVGID Picture Pass holders for daily tickets and season passes shall be set at a discount – to the extent that revenues from tickets and passes are sufficient to meet overall net revenue targets for the season.
- 3.5.3.4 Rates charged may vary based on peak periods, day of the week, and full-day versus half-day passes.
- 3.5.3.5 The Ski Rental Shop and Ski Lessons operate as Profit-Centers, with rates being largely market-driven, to include appropriate profit margins. Rates are charged uniformly, with no discounts.

3.5.4 Parks, Recreation, and Tennis Center

- 3.5.4.1 The District's Parks, Recreation Center, Tennis Center and recreation programming are community amenities open to residents, guests and visitors.

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

Program pricing is based on industry-standard “Cost-Recovery Pyramid” which provides for increasing levels of cost-recovery based on whether programs provide community benefit versus individual benefit. (See Appendix A)

- 3.5.4.2 Programs and memberships are provided to IVGID Picture-Pass holders at a discount.
- 3.5.4.3 Recreation Center and Tennis Center membership pricing is adjusted based on age, season, time-of-day and day of the week (peak and non-peak hours).
- 3.5.4.4 Management shall review memberships and program fees annually, and may adjust rates based on industry and regional rates.

4.0 Beach Pricing

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District establishes, through the annual budget process, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 4.1.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 4.1.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 4.1.3 The daily Guest beach access fee is to be set annually in relation to Operating Costs (per beach visit) as established through the annual budget process.
- 4.1.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

5.0 Administration of Community Services and Beach Pricing Policy

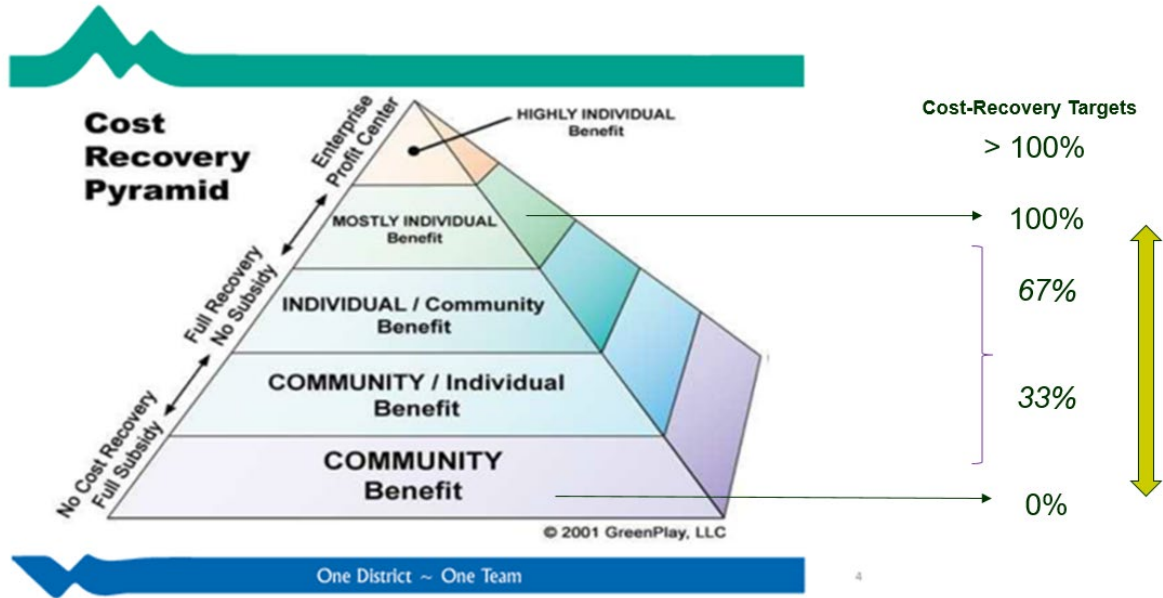
- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

- 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 IVGID Picture Pass Holders, Play Passes, Guests and others.
 - 5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.
 - 5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates
 - 5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.
- 5.3 The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.
- 5.4 The District's Director of Golf/Community Services is authorized to approve pricing for Food and Beverage and retail merchandise.
- 5.5 Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

Appendix A Cost-Recovery Pyramid Recreation and Community Programs



**UPDATED
VERSION OF
PRACTICE
6.2.0**

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies

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1.0 Scope

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- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

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**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

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**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

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**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

a discount at no less than the Direct Costs of providing venue access/rental, program or service.

3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.

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**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

Enterprise Fund established through the budget process.

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**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

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5.0 Administration of Community Services and Beach Pricing Policy

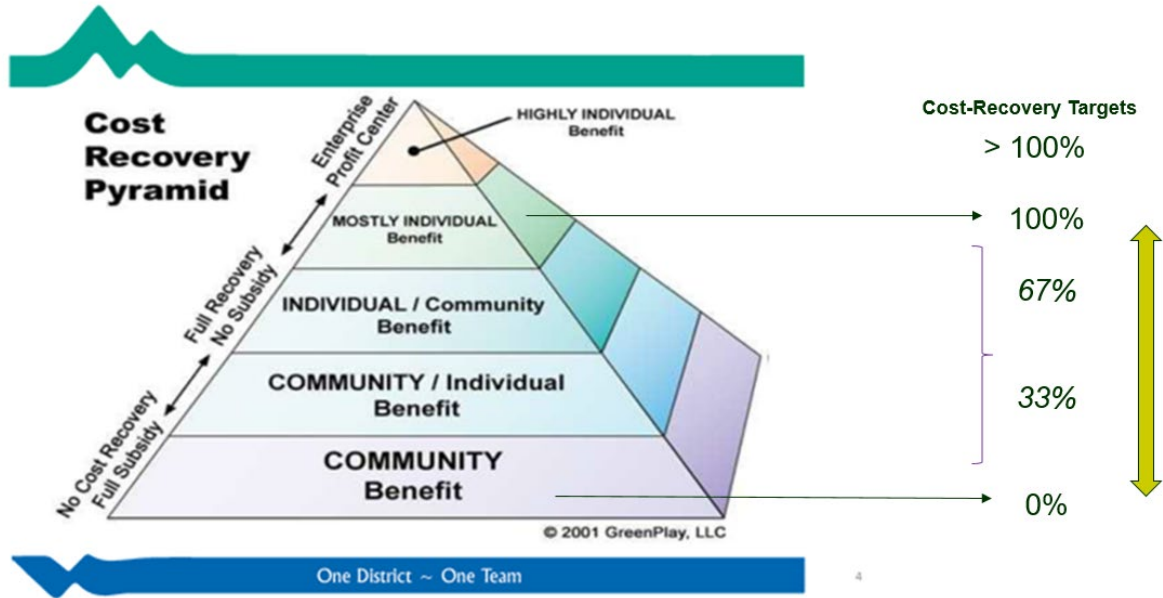
- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

- 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 IVGID Picture Pass Holders, Play Passes, Guests and others.
 - 5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.
 - 5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates
 - 5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.
- 5.3 The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.
- 5.4 The District's Director of Golf/Community Services is authorized to approve pricing for Food and Beverage and retail merchandise.
- 5.5 Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

Appendix A Cost-Recovery Pyramid Recreation and Community Programs



MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Review, discuss and possibly approve the Interlocal agreement between IVGID and Washoe County on the East/West Interpretative Parks

DATE: August 31, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve the Interlocal Agreement between IVGID and Washoe County on the East/West Interpretative Parks and have the IVGID Board Chairman execute the Interlocal Agreement on behalf of the District.

II. BACKGROUND/SUMMARY

The District (IVGID) entered into an agreement with Washoe County in January of 1990 for reimbursement to the District for the operations and maintenance of the East/West Interpretive Parks. These parks are on Washoe County property therefore it was determined that after being constructed, it would serve both agencies best to agree to apply this responsibility to the District. An agreement was executed such that Washoe County would reimburse the District annually at amount not to exceed \$4,000.

In the mid 1990's, Washoe County began allocating what was considered "community support funding to the District for not only the maintenance of East/West Interpretive Parks but also community recreation programming. At the time of this transition, Staff cannot find any evidence that the existing agreement was ever dissolved. This community support funding continued into the late 2000's including the funding of the Senior Programming Division of the Parks and Recreation Department.

The District General Manager initiated communications with Washoe County Management in July of 2021 to begin the process of regenerating the Interlocal Agreement with the goal to ensure Washoe County is appropriately funding not only the operational maintenance of the parks but also any capital maintenance and/or improvements to the parks. This was not clarified in the prior agreement.

After discussions with the Assistant Washoe County Manager it was agreed upon that Washoe County would agree to reimburse the District \$4,000 for both Fiscal Years 2021 and 2022 until the agreement is updated. Washoe County appropriately paid the District \$8,000 per the agreement.

Furthermore, Staff recommends based on the remote location in Washoe County that the District continue to maintain the parks if Washoe County agrees to reimburse IVGID for associated expenses. IVGID has the resources in the community while Washoe County has minimal resources in Incline Village/Crystal Bay.

Staff and District Legal Counsel worked with Washoe County Management Staff and their Legal Counsel to develop the agreement.

It should be noted that the Washoe County Commissioners approved this Interlocal Agreement as a consent item at the August 16, 2022 Board of County Commissioners Meeting. This agreement will not become active until the IVGID Board of Trustees formally adopts it.

The key points in the agreement are:

- Regenerated the Agreement as the original agreement was executed in 1990.
- Ensuring Washoe County provides the funding of the parks at an amount not to exceed \$8,000 without the District notifying Washoe County in advance for approval and the terms thereof.
- Ensuring that Washoe County is responsible for all expenses related to capital maintenance and improvements and the terms thereof.

Staff recommends reviewing the agreement every three to five years as the dollar threshold will need to be adjusted based on inflationary increases. This, by design, helps ensure periodic review of the agreement.

III. FINANCIAL IMPACT AND BUDGET

The terms of the Interlocal Agreement ensure that the funding from Washoe County is reimbursed in arrears after reconciliation of operating expenses at a not to exceed amount of \$8,000. In the event that the District determines that the annual operating expenses will exceed this amount, the District must notify Washoe County in advance for acceptance and approval. The estimated operating costs of the parks in fiscal year 2020 was \$5,300 and 2021 was \$6,700.

Additionally, the agreement clarifies that Washoe County must authorize, approve and fund any capital maintenance or improvements to the park. IVGID would not be responsible financially for said maintenance or improvements.

IV. ALTERNATIVE

The Board of Trustees may elect to not approve the Agreement and provide District Staff further direction.

V. ATTACHMENTS

1. Washoe County – Interpretative East and West Parks Agreement (old)
2. IVGID letter with billing dated July 6, 2021
3. Staff report from Washoe County dated August 16, 2022
4. Partially executed Interlocal Agreement for review by IVGID Board of Trustees

Date: December 19, 1994
To: Board of County Commissioners
From: Gary Goelitz

Subject: Reimbursement of IVGID For the Maintenance of Two Entry Parks

RECOMMENDATION: That the Board of County Commissioners approve a general fund contingency transfer of \$16,000 to the Parks and Recreation Department for the contractual maintenance of two entry parks for the County of Washoe. This would involve a transfer from 001-1890-7328 to 001-1403-7140.

BACKGROUND: In January 1990, the County of Washoe entered into an agreement with the Incline Village General Improvement District (IVGID) for the construction and ongoing maintenance of two entry parks. As part of this agreement, IVGID agreed to maintain two County-owned parks (the east and the west entrance parks located on Lakeshore Drive). The County agreed to reimburse IVGID for this park maintenance in an amount not less than \$4,000 per year. Since both organizations entered into this agreement, IVGID has never "billed" the County for these services until this year. IVGID is seeking reimbursement not only for this year, but also the previous three years. In fiscal year 1995-96, moneys will be allocated within the Parks and Recreation Department budget to reimburse IVGID for this service.

The County also provides community support moneys to IVGID. This has historically included moneys for the cost of maintaining parks in Incline Village (i.e., Incline Village Park, Preston Park, Visitor Center Park, Village Green) as well as recreation programs. These parks and the recreation programs are maintained and operated by IVGID at their own expense. The amount of community support funding has increased somewhat from \$37,521 in 1984-85 to \$45,000 in 1994-95. The Finance Division, prior to adoption of the 1995-96 budget, will attempt to combine the community support funding and the reimbursement of IVGID for park maintenance into a single agreement.

FISCAL IMPACT: This will reduce the amount of general fund contingency moneys from \$333,598 to \$317,598.

*Interesting - re must bill them
for amount fixed by contract for them
to budget*

INTERPRETATIVE PARKS AGREEMENT

between

Incline Village General Improvement District

and

Washoe County

Executed by:

**Roberta Gang, Chairman
Board of Trustees, IVGID**

**Robert C. Wolf, Secretary
Board of Trustees, IVGID**

**Dianne Cornwall, Chairman
Board of County Commissioners, Washoe County**

Executed: January 11, 1990

AGREEMENT - WASHOE COUNTY AND IVGID
FOR INCLINE VILLAGE INTERPRETATIVE PARKS

This Agreement, entered into this 11th day of January, 1988, between Incline Village General Improvement District, a local public agency established under NRS Chapter 318 (herein referred to as "IVGID") and Washoe County, a political subdivision of the State of Nevada (herein referred to as "COUNTY")

W I T N E S S E T H:

WHEREAS, County has moneys available from the Residential Construction Tax Fund which it desires to use for construction of two parks located at the East and West ends of Lakeshore Drive at Incline Village; and

WHEREAS, IVGID has the experience and expertise needed to construct, operate and maintain the Parks and has agreed to accept such responsibilities; and

WHEREAS, the parties wish to establish an understanding of their rights and obligations with respect to the Parks.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The Project

The project consists of construction, including site improvements, parking, one gazebo, interpretative signage, path systems and landscaping, and the subsequent operation and maintenance of two Interpretative Parks on land located at the East and West ends of Lakeshore Drive described in Exhibits A

and B, attached hereto and incorporated herein.

IVGID may, with prior County approval, add additional features at its sole expense.

2. Project Costs

The estimated cost of construction of this project is One Hundred Thirty One Thousand Five Hundred Dollars (\$131,500). This figure is IVGID's best estimate of all costs of manpower, materials, supplies, and equipment necessary to complete the project according to the plans and specifications incorporated herein as Exhibit "C." These funds shall be provided by the County.

The parties further agree that said project costs shall not exceed the aforementioned estimated amount without prior approval of County. In the event that IVGID reasonably anticipates that said project costs will exceed the estimated amount, it shall promptly notify County in writing of such fact, so that the parties may promptly meet to negotiate and agree upon the cost of any additional construction required for the project.

3. Disbursement of Funds

Trust Account. IVGID shall establish an independent, interest bearing trust account for the exclusive purpose of receiving and disbursing District 9 funds, and, if applicable, other County funds for the Project. Non-County Project funds, if any, shall not be deposited in the Project trust account and shall not be commingled with County funds.

Receipts. County shall make payment to IVGID of such sums at such times as necessary to meet County funding requirements. County may aggregate several monthly payments, or pay lump sums by phase, at its discretion, provided that it shall at a minimum make timely payments sufficient to meet IVGID's requirements. IVGID shall deposit all payments received from County in the trust account. Under no circumstances shall County make payments to IVGID in a total amount exceeding the County's funding commitments.

Disbursements. IVGID shall disburse funds from the trust account to pay Project costs, and for no other purpose. IVGID shall remit to County all funds in the trust account at the completion of the Project.

Statement. Until completion of the Project, IVGID shall provide County a monthly statement of the trust account. Such statement shall include a copy of the bank's statement of transactions and balances; a schedule of all expenses supporting each disbursement from the account; and copies of the bills and other documents supporting each expense.

Records. IVGID shall maintain adequate financial and nonfinancial records pertaining to the Project, including records pertaining to Project design and construction, sufficient to demonstrate compliance with this Agreement, generally accepted accounting principals, and applicable laws and regulations. All such records shall be available at

reasonable time for inspection by County and its agents.

4. Inspections - Permits

Whenever deemed necessary the County shall conduct inspections of the work to determine compliance with the plans and specifications. Any defects or unacceptable variations will be reported to IVGID who shall take appropriate action to remedy the problem. It is understood that this shall not act as an assumption by the County of the owner's duty to inspect construction as is normal in construction projects and does not relieve IVGID of such responsibilities.

County will provide plan checks and such other checks and inspections that are normally provided to any person who is subject to the County's building permit requirements.

County will waive any fees to the extent that they are waived on the County's own projects.

5. Plan Approval, Change Orders

Attached hereto as Exhibit C are the Plans and Specifications for the parks. Either party may request a change of the agreed upon plans or specifications either prior to or during construction.

Any such request will be submitted to the other party for review and will be considered and a decision made within 10 days of receipt. The parties will negotiate any differences and change, add, or delete any items necessary to achieve mutual agreement of the plans and specifications, provided that the County will make the final decision.

6. Construction Contracts

IVGID shall be the contractor for the project and shall comply with the Nevada Revised Statutes provisions for local government spending with respect to any materials or labor contracts including, without limitation, bidding or purchasing and disbursement or retention of moneys.

IVGID shall submit copies of all bid requests or proposals for County review and approval prior to dissemination thereof.

7. Management of Facilities

Following completion of construction, IVGID shall have full and complete operational responsibilities. The facilities shall be open to the public subject only to such restrictions as are necessary to ensure the safety of users and the property, provided that any such restrictions must be approved by the County as consistent with the operation of other County facilities.

8. Maintenance of Facilities

IVGID shall maintain the facilities at a level at least equal to that provided other IVGID facilities and County facilities. County may conduct periodic or random inspections and demand correction of any deficiencies.

County shall provide funding for the operation and maintenance of the facilities at a level sufficient to cover IVGID's direct and indirect costs of such operation and maintenance. County shall provide an annual operational budget

of at least Four Thousand Dollars (\$4,000), in the form of either money or services, to be paid to IVGID at the beginning of each fiscal year. Should IVGID reasonably anticipate that its operating costs will exceed this minimum amount, it shall submit a revised budget to County and County and IVGID shall meet to negotiate and agree upon said revised budget.

Notwithstanding statutory requirements to the contrary, such revised budget may be adopted by mutual agreement of the parties, without a formal modification of this agreement by letter, resolution or other documentation.

The parties further agree that any monies expended or services provided by County to correct problems deemed hereunder to be the responsibility of IVGID, which problems IVGID fails to resolve after the serving of proper notice to IVGID by County, may be credited against said budgeted or applied funds.

9. Ownership

It is acknowledged that the County shall be the owner of all improvements except those which may be constructed by IVGID under separate contract funded entirely by non-County money, provided that the money or supplies or labor was donated specifically to IVGID and not to the County.

10. Indemnification - Hold Harmless - Insurance

A. Insurance. For any contract for construction or installation, the contractor shall be required to provide owner's and contractor's protective insurance in an amount not

less than the contract amount. IVGID and Washoe County shall each be named as an additional insured, and each shall receive a certificate of insurance.

If IVGID elects to procure commercial property insurance for the Project, such insurance shall name Washoe County as an additional insured, and a copy of the insurance certificate shall be provided by IVGID to County. If IVGID elects not to procure commercial property insurance for the Project, the Project shall be covered in a self-insurance program or other risk financing technique acceptable to County.

B. Indemnification of County. IVGID shall indemnify and hold County and its officers, employees, agents, contractors, and subcontractors harmless from any claims, demands, losses, defense costs, or liability of any kind or nature which County, its officers, employees, agents, contractors or subcontractors may sustain or incur or which may be imposed upon them, including but not limited to physical or emotional injury to or death of persons, or damage to property, arising out of actions by, or the negligence of, IVGID or IVGID's officers, employees, agents, contractors, or subcontractors in connection with this Project or this Agreement, excepting only liability arising out of actions of, or negligence by, County, its officers, employees, agents, contractors, and subcontractors.

Should County employees be required to respond to any such claims or actions IVGID shall reimburse County for the

time involved.

In assessing the nature of the claim against the County and its obligation to respond, the underlying incident shall be determinative notwithstanding the form of the allegations against the County.

C. Indemnification of IVGID. County shall indemnify and hold IVGID and its officers, employees, agents, contractors and subcontractors harmless from any claims, demands, losses, defense costs, or liability of any kind or nature which IVGID, its officers, employees, agents, contractors or subcontractors may sustain or incur or which may be imposed upon them, including but not limited to physical or emotional injury to or death of persons, or damage to property, arising out of actions by, or the negligence of, County or County's officers, employees, agents, contractors or subcontractors in connection with this Project or this Agreement, excepting only liability arising out of actions of or negligence by, IVGID, its officers, employees, agents, contractors, and subcontractors.

11. Term of Agreement

This Agreement shall remain in effect for as long as the Parks are in existence unless terminated as herein provided.

12. Resolution of Disputes

Any dispute which may arise will be submitted to the County Manager and the IVGID General Manager. If it cannot be resolved at that level it shall be presented to their governing

boards. If a satisfactory compromise cannot be reached the decision of the Board of County Commissioners shall be final.

13. Termination

IVGID and County each reserves the right, upon the giving of at least ninety (90) days written notice to the other party, to terminate this agreement or to suspend or abandon the project and all work connected with the project, for any cause or reason whatsoever.

On the termination of this agreement, or the suspension or abandonment of the project by County, County shall pay IVGID as full payment for all services performed and expenses incurred, all sums owing to IVGID on the day written notice is received by IVGID, plus the reasonable value of all work performed under this agreement by IVGID up to the time it receives such notice. Additionally, IVGID may remove from park grounds its own personal property and other materials and supplies not provided with County funds or provided for specific use in the parks, provided that such removal can be accomplished without creating a dangerous condition for persons or property otherwise.

In the event that County has advanced funds to IVGID for services which are not yet performed at the time of termination of this agreement, IVGID, at County's request, shall return such unused funds to County.

14. Litigation - Attorneys Fees and Costs

If either party is compelled to institute, prosecute, execute, defend, or enforce any action or proceeding pertaining to this Agreement, the total of such sums, expenses, and losses, including attorneys fees and costs, shall be due and payable to the prevailing party from the nonprevailing party within 30 days after such award.

15. Amendments

This Agreement may be amended by mutual agreement of the parties in writing. No action by IVGID shall be deemed an amendment of this Agreement unless approved by motion of IVGID's Board of Trustees. No action of County shall be deemed an amendment of this Agreement unless approved by motion of County's Board of Commissioners.

16. Assignment

Neither party may assign any part of this Agreement without the prior written consent of the other party's governing body. All terms hereof shall be binding on the heirs, successors, and assigns of the parties.

17. Waiver

No term or condition of this Agreement may be waived, except by written consent. Forbearance or indulgence by either party, in any regard whatsoever, shall not constitute a present or future waiver of that or any other term, covenant, or condition unless expressly stated.

18. Severability

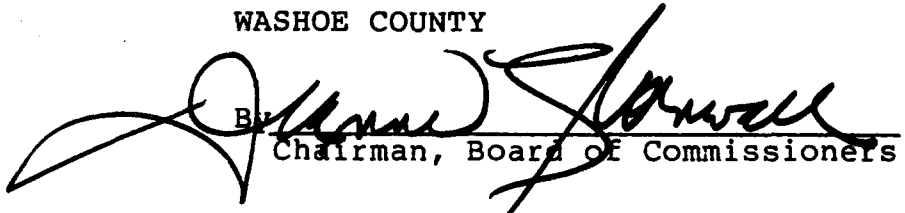
If any provision of this Agreement or the application thereof to either party or to any other person or circumstance is found or declared invalid, void, or unenforceable, the remaining provisions, or the application of such provisions to the other party, or to any other person or circumstance, shall remain in full force and effect.

19. Notice

Notice pursuant to this Agreement shall be given in writing to IVGID at P.O. Drawer P, Incline Village, Nevada 89450, or delivered personally to IVGID's offices at 893 Southwood Boulevard, Incline Village, Nevada. Notice to County pursuant to this Agreement shall be given in writing to Washoe County Parks and Recreation Department, P.O. Box 11130, Reno, Nevada 89520-0027 or delivered personally to County's offices at 2601 Plumas Street, Reno, Nevada 89509.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above noted.

WASHOE COUNTY

By 
Chairman, Board of Commissioners

ATTEST:

County Clerk

July 6, 2021

Washoe County
Post Office Box 11130
Reno, Nevada 89520

Attention of Mr. Dave Solaro
Assistant County Manager

Subject: East and West Interpretative/Entrance Parks
Agreement dated January 11, 1991

Dear Dave,

Thank you for discussing the above agreement with me. We both understand that this agreement was not managed effectively by either of our organizations and that this is our opportunity to make it right going forward. Just as some factual background, IVGID has been maintaining the above parks since this agreement was executed and we received payment up until around 1994 to 1996. Recently, the issue has surfaced and the agreement is clear in what the responsibility of Washoe County is as shown below:

County shall provide funding for the operation and maintenance of the facilities at a level sufficient to cover IVGID's direct and indirect costs of such operational and maintenance. County shall provide an annual operational budget of at least Four Thousand Dollars (\$4,000) in the form of either money or services to be paid to IVGID at the beginning of each fiscal year.

During our conversation, we agreed that IVGID would invoice Washoe County for Fiscal Year 2020/2021 in the full amount of \$4,000 and that IVGID would invoice Washoe County, in accordance with the agreement, for Fiscal Year 2021/2022. Total for both years combined will be \$8,000.; please refer to the attached invoice. I truly appreciate your processing of this invoice in an expedited manner such that we can both solidify our intentions to work together closely on this matter moving forward. I believe it's in the best interest of both of our respected organizations to work together to amend and/or update the interlocal agreement to reflect current times and financial resources required to maintain both East and West Parks. This would include both operational and capital maintenance costs.

Dave, we do this in an effort to cooperate compassionately and fairly with our neighboring agencies and in the spirit of true collaboration for our future.

With much respect,

Indra S. Winquest
District General Manager





IVGID
 893 Southwood Blvd
 Incline Village, NV 89451

Invoice No.	EastWest 1
-------------	------------

INVOICE

Bill To:

Washoe County
Attn: Dave Solaro
Post Office Box 11130
Reno, NV 89520

Date 6/30/2021

Submit Payment to:
IVGID
Attn: Indra Winquest
893 Southwood Blvd
Incline Village, NV
89451

Date	Description	Unit Price	Total
MAKE CHECK PAYABLE TO: <u>Incline Village General Improvement District</u>			
	East and West Entrance Parks Labor and Materials Billing for the period of July 1, 2020 to June 30, 2021		\$ 4,000.00
	East and West Entrance Parks Labor and Materials Billing for the period of July 1, 2021 to June 30, 2022		\$ 4,000.00
	* Per Agreement between Washoe County & IVGID for Incline Village Interpretative Parks		
Subtotal			\$ 8,000.00
Shipping & Handling			
Taxes			
TOTAL			\$ 8,000.00

Please submit payment upon receipt. Reference invoice # on check.



WASHOE COUNTY

Integrity Communication Service

www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: August 16, 2022

DATE: July 20, 2022

TO: Board of County Commissioners

FROM: David Solaro, Arch., P.E., Assistant County Manager
(775) 328-3623, dsolaro@washoecounty.gov

THROUGH: Eric Brown, County Manager

SUBJECT: Recommendation to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually]. (Commission District 1.)

SUMMARY

The purpose of this interlocal agreement is to re-establish responsibilities for operation, maintenance, and funding for the entrance parks commonly know as East Park and West Park in Incline Village at the east and west ends of Lakeshore Boulevard between Washoe County and the Incline Village General Improvement District (IVGID).

Washoe County Strategic Objective supported by this item: Fiscal Sustainability - Efficient delivery of regional services.

PREVIOUS ACTION

December 19, 1994 – The Board of County Commissioners approved a general fund contingency transfer of \$16,000 to the Parks and Recreation Department for the contractual maintenance of the east and west parks in Incline Village.

January 1990 – Washoe County entered into an Interpretive Parks Agreement with the Incline Village General Improvement District to construct and operate the East Park and West Park.

BACKGROUND

In January of 1990 Washoe County entered into an agreement with the Incline Village General Improvement District (IVGID) for the construction and ongoing maintenance of two entry parks. As part of the agreement, IVGID agreed to maintain the two parks and the County agreed to reimburse IVGID for the park maintenance in an amount not less than \$4,000 per year, and not to exceed actual costs.

Over the years through the 1990's and into the mid-2000's the payment for maintenance in practice was provided through community support payments to IVGID. During the economic downturn in the late 2000's Washoe County ended community support payments, and neither Washoe County nor IVGID staff recalled the agreement for payment of maintenance of the east and west park through agreement.

Washoe County and IVGID both look to honor the original agreement for payment of maintenance necessary for the operation of the parks and a new interlocal agreement has been crafted to define those responsibilities.

FISCAL IMPACT

There is sufficient budget authority in FY23 for the Interlocal Agreement with IVGID in Parks Administration (140100), Payments to Other Agencies (710400) to reimburse IVGID in an amount not to exceed \$8,000.00 for the East Park and West Park locations.

RECOMMENDATION

It is recommended the Board of County Commissioners to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually].

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between Washoe County and the Incline Village General Improvement District, effective upon date of last signature and in effect indefinitely for as long as the Parks are in existence, to clarify and update the responsibilities for operation, maintenance, and funding for the "East Park" and "West Park" located at 893 Southwood Blvd, Incline Village, Nevada [not to exceed \$8,000.00 annually]."

**INTERLOCAL AGREEMENT
BETWEEN WASHOE COUNTY AND THE INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT REGARDING MAINTENANCE OF THE EAST
AND WEST ENTRANCE PARKS**

This Interlocal Agreement ("Agreement") is entered into by and between the County of Washoe ("County") and the Incline Village General Improvement District ("IVGID"). County and IVGID may be referred to as a "Party" or collectively as the "Parties" in this Agreement.

RECITALS:

A. The Parties previously entered into an Interpretative Parks Agreement between IVGID and Washoe County dated January 11, 1990 ("Prior Agreement").

B. Under the Prior Agreement, IVGID constructed, at the County's cost, entrance parks at the east and west ends of Lakeshore Boulevard within IVGID (the "East Park" and "West Park" collectively referred to as the "Parks"). The East Park is located on the real property described in Exhibit A, and the West Park is located on the real property described in Exhibit B.

C. Under the Prior Agreement, IVGID agreed to maintain the Parks at the County's expense estimated not to exceed \$4,000 per year.

D. IVGID has continued to maintain the Parks, but its costs have exceeded the prior estimate.

E. The County and IVGID wish to enter into this Agreement to clarify and update their respective obligations for performing and funding the maintenance of the Parks.

NOW, THEREFORE, IT IS AGREED:

1. IVGID Operation and Maintenance of the Parks. During this Agreement, IVGID shall operate and maintain the Parks. IVGID shall ensure that the Parks are maintained at a level comparable to other IVGID parks and recreational facilities and considering the age of the Parks. The County may notify IVGID if it identifies any deficiency in the operation or maintenance of the Parks. IVGID shall promptly correct such deficiency consistent with the level of funding provided by the County or inform the County in writing why such condition is not a deficiency.

2. Cost of Operations and Maintenance. The County shall reimburse IVGID annually for its operation and maintenance of the Parks. Reimbursement shall include (i) any direct, internal labor costs incurred at then current direct labor rate plus benefits and overhead or (ii) if IVGID utilizes a third-party to provide operations and maintenance services, such costs incurred by IVGID and any internal direct or indirect costs (not to

exceed 10% of the total Agreement), including administrative and project management costs. IVGID shall provide the calculation of any costs at County's request. IVGID shall provide County with an invoice for reimbursement no less than quarterly on a July 1 thru June 30 fiscal year. Invoices shall include detailed documentation of expenses to be reimbursed such as receipts, invoices and payroll statements. Total reimbursements for the fiscal year may not exceed \$8,000 without prior written approval from the County. County shall pay the annual invoice within thirty (30) days of receipt from IVGID.

3. Capital Improvements. The County shall always hold title to the Parks during this Agreement. The County may construct any improvements to the Parks that it believes are necessary or advisable. In addition, IVGID may recommend potential improvements to the Parks to the County. The County may elect to construct any improvements in its sole discretion. Any such improvements may be constructed by the County. Alternatively, the County may request that IVGID construct such improvements at County's cost. IVGID shall not construct any such improvements without a written agreement with the County. All improvements constructed under this section shall be constructed by the Party or by a contractor under the direction of such Party and in compliance with applicable laws, including competitive bidding and prevailing wage. The Parties shall require any third-party contractor to indemnify and add both Parties as additional insured on any insurance policies required by the contractor under the construction contract for such improvements.

4. Liability Insurance; Indemnity.

a. IVGID shall obtain and maintain general liability insurance or equivalent self-insurance for the Parks. The County shall be included as an additional insured for such insurance.

b. The Parties hereby agree to indemnify and hold the other Party harmless from and against all claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of (i) any breach or default on their part in the performance of any of their obligations under this Agreement or (ii) any act or negligence of the Party or of any of their agents, contractors, servants, employees or licensees with respect to the performance of this Agreement. This indemnity shall survive termination of this Agreement.

5. Term; Termination. This Agreement shall be effective as of _____, 2022, and shall continue in effect indefinitely for as long as the Parks are in existence. This Agreement may be terminated without penalty, charge, or sanction by either Party effective June 30th each year with at least ninety (90) days' prior written notice to the other Party.

6. Interlocal Agreement. This Agreement is an interlocal agreement under NRS 277.110.

7. Notice. Notices under this Agreement shall be given in writing, by personal delivery or first class mail, addressed to:

Jennifer Hoekstra, Fiscal Compliance Officer
Washoe County Community Services Department
1001 E. Ninth Street Bldg A 2nd Floor
Reno, Nevada 89512

Indra Winqest
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451

The Parties shall also provide email courtesy copies of any such notice to the following:

Jennifer Hoekstra, Fiscal Compliance Officer
jhoekstra@washoecounty.gov

Indra Winqest
ISW@ivgid.org

Upon receipt of the email, either Party may waive personal delivery or first-class mail delivery. Such waiver shall be in writing, through email or other means of written communication.

Either Party may change the person or address to which notices shall be given by providing written notice to the other Party in accordance with the aforementioned notice provision.

8. Complete and Final Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and represents the complete and final expression of the parties and supersedes any prior written or oral discussions, negotiations, understandings or agreements between the Parties, including the Prior Agreement. The above recitals and attached exhibits are incorporated into this Agreement by reference.

9. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Party. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the Parties, or their respective successors, assigns, heirs and legal representatives any interest or rights (including without limitation any third-party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby.

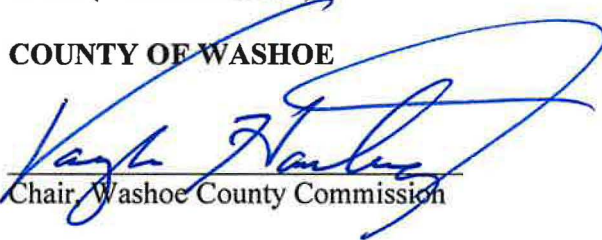
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

12. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Nevada. Any litigation related to this Agreement shall be brought in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. IVGID and the County do not waive and intends to assert any and all available limitation of liability remedies in NRS Chapter 41.

13. Severability. If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have approved the execution of this Agreement by their duly authorized representatives as of the date of the last Party to sign below ("Effective Date").

COUNTY OF WASHOE


Chair, Washoe County Commission

Dated: August 16, 2022

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By:

Dated: _____, 2022

EXHIBIT "A"

EAST PARK

[Insert Map]

EXHIBIT "A"

WEST PARK

Beginning at a Point 21.10 ft. Left of Engineers Station "04" 197+40.07 (Centerline P.T.) said point being on a 978.90 ft. radius curve to the Right, the radius point of which bears S 31°45'07"E;

THENCE 184.71 ft. along the arc of said curve to the Right through a central angle of 10°48'40", the chord of which bears N 63°39'13"E 184.43 ft. to a point;

THENCE S 34°30'28"E 34.91 ft. to a point;

THENCE S 19°36'19"W 56.82 ft. to a point;

THENCE S 07°22'48"E 40.01 ft. to a point;

THENCE S 36°42'53"E 52.32 ft. to a point;

THENCE S 01°53'30"E 69.35 ft. to a point;

THENCE S 85°36'10"W 222.70 ft. to a point on a 135.00 ft. radius curve to the Right;

THENCE 127.91 ft. along the arc of said curve to the Right through a central angle of 54°17'09", the chord of which bears N67°15'16"W 123.18 ft., to a point on a 20.00 ft. radius curve to the Right;

THENCE 24.37 ft. along the arc of said curve to the Right through a central angle of 69°49'30", the chord of which bears N 05°11'56"W 22.89 ft., to a point on a 110.00 ft. radius curve to the Right;

THENCE 54.78 ft. along the arc of said curve to the Right through a central angle of 28°32'04", the chord of which bears N 43°58'51"E 54.22 ft. to a point;

THENCE N 58°14'53"E 112.16 ft. to the Point of Beginning.

Said Parcel as described contains 53,661 sq. ft. or 1.232 Acres more or less.

SCALE
1" = 50'

WEST PARK

"04" 197+47.07
PT.

TAHOE BLVD.

S 34° 30' 28" E
34.91

A - 184.71
R = 978.90
A = 10° 48' 40"

S 19° 36' 19" W
56.28

HWY. # 28

21.10

S 07° 22' 48" E
40.01

N 58° 14' 53" E
112.16

S 36° 42' 53" E
52.32

A - 54.78
R = 110.00
A = 28° 32' 04"

S 01° 53' 30" E
69.35

R = 20.00
A = 69° 49' 30"
A = 24.37

R = 135.00
A = 54° 17' 09"
A - 127.91

S 85° 36' 10" W
222.70

LAKESHORE DR.

EXHIBIT "B"

WEST PARK

[Insert Map]

EAST PARK

Parcel 1,

Beginning at a Point 29.98 ft. Left of Engineers Station "0³" 549+54.75 (Centerline P.O.C.), Said point being on a 1821.19 ft. radius curve to the Left, the radius point of which bears S 61°37'45"E;

THENCE 253.65 ft. along the arc of said curve to the Left through a central angle of 7°58'48", the chord of which bears S 24°22'51"W 253.44 ft., to a point on a 25.00 ft. radius curve to the Right;

THENCE 33.86 ft. along the arc of said curve to the Right through a central angle of 77°36'35", the chord of which bears S 59°11'45"W 31.33 ft., to a point on a 110.00 ft. radius curve to the Right;

THENCE 82.89 ft. along the arc of said curve to the Right through a central angle of 43°10'27", the chord of which bears N 60°24'44"W 80.94 ft., to a point on a 182.00 ft. radius curve to the Right;

THENCE 74.54 ft. along the arc of said curve to the Right through a central angle of 23°27'54", the chord of which bears N 27°05'34"W 74.02 ft., to a point;

THENCE N 15°21'37"W 135.91 ft. to a point;

THENCE N 74°38'23"E 35.00 ft. to a point on a 125.00 ft. radius curve to the Left, the radius point of which bears N 48°16'33"E;

THENCE 236.86 ft. along the arc of said curve to the Left through a central angle of 108°34'10", the chord of which bears N 83°59'28" 202.98 ft., to a point being 71.42 ft. Left of Engineers Centerline Station "0³"549+56.96 P.O.C.;

THENCE S 60°17'37"E 41.47 ft. to the Point of Beginning.

Said Parcel as described contains 37,832 sq. ft. or 0.87 Acres more or less.

Parcel 2,

Beginning at a Point 188.71 ft. Left of Engineers Station "0³" 546+99.82 (Centerline P.O.C.), said point being on a 218.00 ft. radius curve to the Left, the radius point of which bears N 59°03'02"E;

THENCE 71.34 ft. along the arc of said curve to the Left through a central angle of 18°45'03", the chord of which bears S 40°19'30"E 71.03 ft. to a point;

THENCE S 12°47'26"W 27.09 ft. to a point;

THENCE S 36°51'52"W 29.50 ft. to a point;

THENCE N 15°21'37"W 106.35 ft. to a point;

THENCE N 74°38'23"E 6.12 ft. to the Point of Beginning.

Said Parcel as described contains 2141 sq. ft. or 0.049 Acres more or less.

Parcel 3,

Beginning at a Point 35.08 ft. Left of Engineers Station "O³" 546+19.99 (Centerline P.O.C.), said point being on a 1330.80 ft. radius curve to the Left, the radius point of which bears S 82°57'48"E;

THENCE 408.66 ft. along the arc of said curve to the Left through a central angle of 17°35'40", the chord of which bears S 01°45'38"E 407.06 ft. to a point;

THENCE S 79°26'32"W 24.00 ft. to a point on a 1354.80 ft. radius curve to the Right, the radius point of which bears N 79°26'32"E;

THENCE 399.23 ft. along the arc of said curve to the Right through a central angle of 16°53'02", the chord of which bears N 02°06'57"W 397.79 ft. to a point;

THENCE S 74°38'23"W 42.75 ft. to a point;

THENCE N 11°07'00"E 37.57 ft. to a point;

THENCE N 26°17'37"E 21.11 ft. to a point;

THENCE N 42°52'54"E 9.19 ft. to a point;

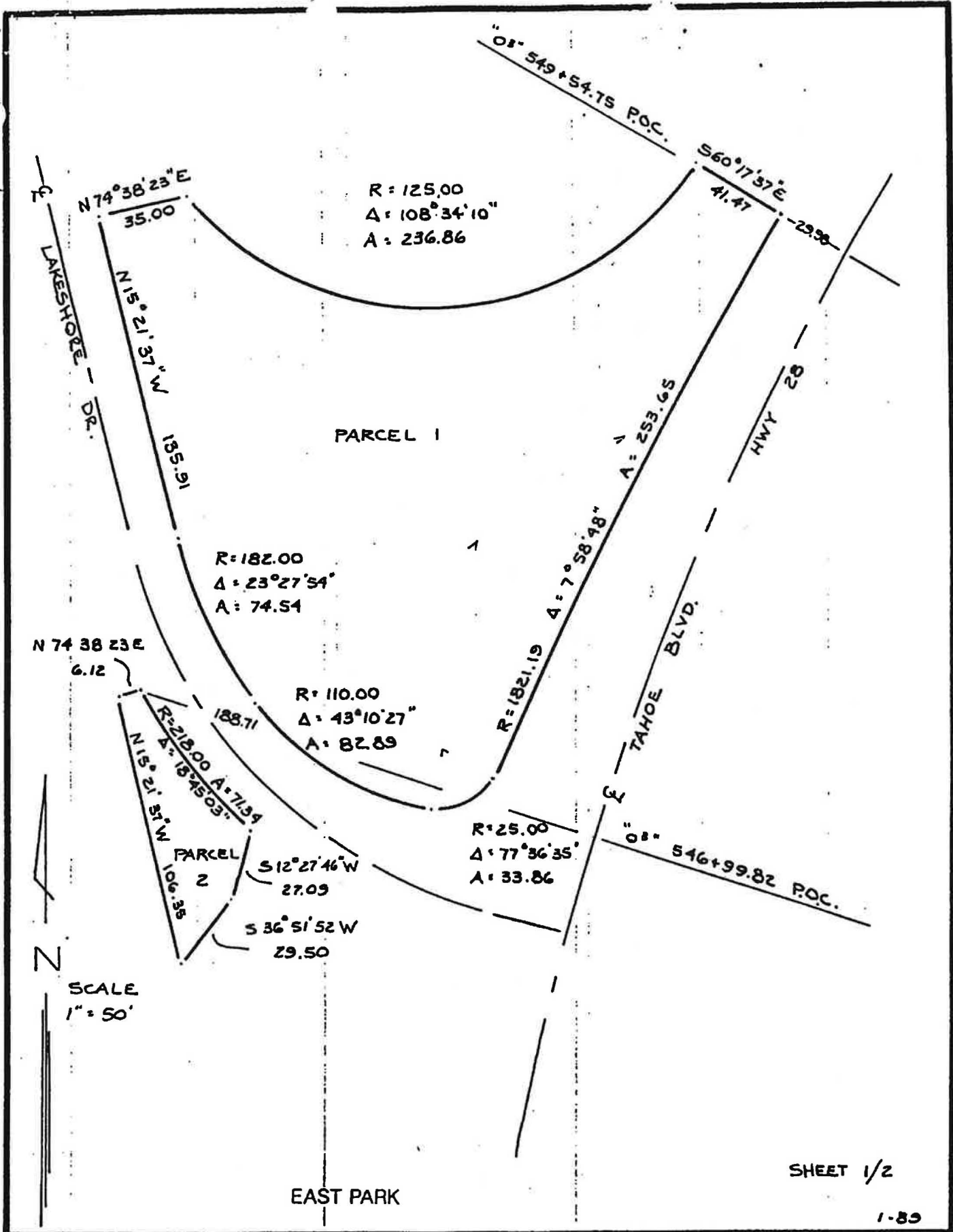
THENCE N 81°18'01"E 5.97 ft. to a point;

THENCE S 58°48'53"E 12.72 ft. to a point;

THENCE S 47°35'01"E 21.29 ft. to a point;

THENCE S 33°48'25"E 20.94 ft. to the Point of Beginning.

Said parcel as described contains 12,128 sq. ft. or 0.278 Acres more or less.



SHEET 1/2

1-89

- ① S 74° 38' 23" W 42.75
- ② N 11° 07' 00" E 37.57
- ③ N 26° 17' 37" E 21.11
- ④ N 42° 52' 54" E 9.19
- ⑤ N 81° 18' 01" E 5.97
- ⑥ S 58° 48' 53" E 12.72
- ⑦ S 47° 35' 01" E 21.29
- ⑧ S 33° 48' 25" E 20.94

LAKESIDE DR.

PARCEL 3

35.08

"03" 546 + 19.99 P.O.C.

A = 399.23
A = 408.66

R = 1354.80
R = 1330.80

Δ = 76° 53' 02"
Δ = 17° 35' 40"

S 79° 26' 32" W
24.00



EAST PARK

SHEET 2/2

MEMORANDUM

TO: Board of Trustees

FROM: Tim Callicrate
Board Chairman

Indra Winqest
District General Manager

SUBJECT: Review, discuss, and possibly approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District’s beach deed in the additional amount of \$20,000

DATE: August 31, 2022

I. RECOMMENDATION

That the Board of Trustees review, discuss, and possibly approve additional funds for special legal counsel related to review of Ordinance 7 revisions and other issues related to the beach deed in the additional amount of \$20,000.

II. BACKGROUND

At the September 30, 2021 Board of Trustees meeting, the Board approved a scope of work and funding, in the amount of \$25,000, for special counsel work related to the beach deed and Ordinance 7. Work began shortly after approval and concluded prior to the end of June 2022. As the Board is aware, the work has been far more extensive than initially anticipated including significant review, analysis and meetings related to hotel/motel access to the beaches, extensive review and analysis on additional revisions to Ordinance 7 that were not previously contemplated as well as significantly more review, analysis, and meetings related to commercial boat operations at the beaches.

Special Counsel has completed work on this project and has provided information to the Board of Trustees as well as staff. Ordinance 7 Revisions were formally approved by the Board of Trustees at the May 26, 2022 meeting. Additional analysis, review and recommendations have been completed on other issues related to the Beach Deed and these will be agendized this coming Fall for review, discussion and possible action by the Board of Trustees.

Review, discuss, and possibly approve additional funds -2-
for special legal counsel work related to the review of
Ordinance 7 revisions and other issues related to the
District's beach deed in the additional amount of \$20,000

August 31, 2022

III. FINANCIAL IMPACT AND BUDGET

The proposed impact would be an additional \$20,000 bringing the not-to-exceed amount from \$25,000 to \$45,000. Funding to support this expense is available within the approved FY2021/22 General Fund budget.

IV. ALTERNATIVE

Not approve at this time.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Mike Gove
Director of Information Systems/Technology

Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly award an Equipment Purchase Agreement for installation of RFID – Software and Gentries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America's, Inc.; in the amount of \$351,528.10, plus a 5% contingency in the amount of \$17,576.40, for a total of \$369,104.50

DATE: August 31, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to:

1. Award an Equipment Purchase Agreement (Attachment 1) for installation of RFID (Radio Frequency Identification) Technology – Software and Gentries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America's, Inc.; in the amount of \$351,528.10 plus a 5% contingency in the amount of \$17,576.40 for a total of \$369,104.50.
2. Authorize Staff to execute all contract documents based on review by District General Counsel.

Award an Equipment Purchase Agreement for -2-
Installation of RFID – Software and Gantries
2022/2023 Capital Improvement Project:
Fund: Community Services; Division: Ski;
Project 3499CE2201; Vendor: Axess Americas, Inc.,
in the amount of \$351,528.10, plus a 5%
contingency in the amount of \$17,576.40,
for a total of \$369,104.50

August 31, 2022

II. DISTRICT STRATEGIC PLAN

Long Range Principle #4 – Service – The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

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 project was identified at the Board meeting held on March 1, 2022, which included the Budget Workshop #3 agenda item. The workshop included discussion regarding District Board of Trustees policy 12.1 – Multi-Year Capital Planning, as well as Board Priority Projects, which included the newly proposed project for installation of RFID – Software and Gantries at the ski venue. The proposed project was also included in the presentation per policy 12.1 – 3.2. Prioritize Projects under this criteria; *3.2.4 Priority 4 - new initiatives projects that create new amenities that are wanted by the community and will be funded by existing sources*. The project was discussed during the budget workshop and per the Board of Trustees' direction, funding for the project of \$410,000 was included in Fiscal Year 2022/2023 Capital Improvement Project Budget which was presented and approved at the May 26, 2022 Board meeting.

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

IV. DISCUSSION

The proposed project includes the purchase and installation of an RFID Access Control System. This system controls access to the ski lifts through the use of purchased smart media in the form of season passes and day tickets that are loadable and reloadable via payment centers both online and on site.

Items associated with the project include Point of Entry/Access, Point of Sale Peripheral Hardware, Software and Services. This project includes the installation of three four-person access gantries located at the bottom terminals of the

Award an Equipment Purchase Agreement for Installation of RFID – Software and Gantries 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess Americas, Inc., in the amount of \$351,528.10, plus a 5% contingency in the amount of \$17,576.40, for a total of \$369,104.50

Lakeview, Lodgepole and Crystal ski lifts, and one two-person gantry at the Schoolhouse lift. This project also includes time and materials related to the completion of the project outside of this proposal, including installation of gantry mounting pedestals, ethernet radios and miscellaneous electrical and data installation hardware.

The primary business driver for the District to pursue the move to RFID technology at the ski venue is to acquire more accurate data on visitation counts relating to season pass and daily ticket use, while also reducing potential access fraud.

Other benefits may include the ability to utilize customer access history in the event of a potential missing guest on the mountain. In this scenario, system data can be utilized to determine their last point of access. This same access data could also be analyzed to determine a particular high use area of the mountain, allowing staff to better plan for business operations via lift usage data.

The proposed project has the ability to serve as a pilot for the usage of access control systems and how they may be considered beneficial for implementation within other areas of the District’s Community Services and Beach venues.

V. PROPOSAL RESULTS

The Staff, per District Purchasing Policy for Goods and Services 20.1.0, publically advertised through PlanetBids a formal competitive solicitation for RFID Solutions beginning on July 29, 2022 through August 10, 2022. The Request for Proposals (Attachment 2) was also sent to two known providers of RFID solutions, SkiData and Axess America’s. Axess responded with a proposal; SkiData declined to submit a proposal due to software development and supply chain-related constraints. The Axess proposal was evaluated for responsiveness and is currently proposed to the Board of Trustees for a equipment purchase award (included as part of Exhibit A within Attachment 1).

VI. FINANCIAL IMPACT AND BUDGET

Funding to support the proposed Equipment Purchase Agreement, is provided in the approved FY2022/23 capital budget, with the Ski Fund (340), in the amount of \$410,000 (see CIP data sheet, Attachment 3).

The following table includes Staff’s estimate of the total project costs:

Award an Equipment Purchase Agreement for -4-
 Installation of RFID – Software and Gantries
 2022/2023 Capital Improvement Project:
 Fund: Community Services; Division: Ski;
 Project 3499CE2201; Vendor: Axess Americas, Inc.,
 in the amount of \$351,528.10, plus a 5%
 contingency in the amount of \$17,576.40,
 for a total of \$369,104.50

August 31, 2022

Description	Amount
Axess equipment purchase agreement	\$351,528.10
A 5% contingency on Axess proposal amount	\$17,576.40
Owner supplied time, materials and hardware associated with installation of ski lift access gantries, media pick-up boxes and devices	\$21,000.00
Total estimated project costs	\$390,104.50
<i>Total project funding available</i>	<i>\$410,000.00</i>

Staff notes that additional expenses related to the RFID project, outside of the proposed agreement, include the purchase of season pass and lift ticket RFID media stock. The purchase of this media has been included as an operating expense within the current fiscal year 2022/23 operating budget, in the amount of \$89,500. In addition, the annual Software Service fee of \$14,406 associated with the proposed project is also included in the ski venue annual operating budget.

VII. ALTERNATIVE

The Board of Trustees may choose not to proceed with the project and defer the project to a future date.

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.

IX. COMMENTS

Provided that the proposed project including the purchase agreement is approved, the supplier and Staff intend to have the system in place and operational prior to the opening of the ski venue in December 2022.

Attachments:

- 1 - Project equipment purchase agreement
- 2 - Project request for proposal as published
- 3 - Capital improvement project data sheet
- 4 - Axess - request for proposal response

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AGREEMENT**

**Diamond Peak RFID Procurement
CIP 3499CE2201**

This Equipment Purchase Agreement (“Agreement”) is entered into as of [Date] by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and **Axess America’s, Inc.**, a Delaware registered C-corporation, with its principal place of business at 6443 Business Park Loop Road in Park City, Utah (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit A, attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit A.

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit A specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit A as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

Section 3. INSPECTIONS AND TESTS.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit A, then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District’s right to reject nonconforming goods, irrespective of District’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or set forth in Exhibit A, from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, District will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit A are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to invoices@ivgid.org, with a copy to RLR@ivgid.org.

B. If Progress Milestones have been specified Exhibit A, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by District upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit A. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit A and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit A or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by District in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by District upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit A and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by District;
3. Delivery of all drawings and specifications, if required by District;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
3. Workers' Compensation in compliance with applicable statutory requirements; and
4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply

separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and may be emailed to rlr@ivgid.org. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY DISTRICT.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem

expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Mike Bandelin
775-832-1125

CONTRACTOR:
Axess America's, Inc.
6443 Business Park Loop Road, Suite A
Park City, Utah 84098
Attn: Brian Brodbeck
435-333-5700 Ext. 111

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

Approved By:

Mike Bandelin
General Manager, Diamond Peak

Date

AXESS AMERICA'S, INC.

Signature

Name

Title

Date

Federal ID No. 82-1341336



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
DIAMOND PEAK SKI RESORT
REQUEST FOR PROPOSALS
Radio Frequency Identification Procurement
CIP 3499CE2201

July 29, 2022

SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID) is requesting proposals presenting a solution to provide a radio frequency identification (RFID) system to the Diamond Peak Ski Resort (Project).

Complete Proposal Documents may be obtained at the IVGID Engineering office, or downloaded from our website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>. It is the Proposer's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on August 31, 2022, to award a procurement contract to the most qualified responsive bidder.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the District Engineering Office at 775-832-1267.

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. **SCOPE AND INTENT:** It shall be the intent of this Request for Proposal to select a vendor to present a solution to providing a radio frequency identification (RFID) system to the Diamond Peak Ski Resort currently utilizing RTP|One Point of Sale Software, basically consisting of:
 - a. Point of Access
 - i. Three (3) quad-chair access gantries
 - ii. One (1) double-chair access gantry
 - b. Point of Sale and Fulfillment
 - i. Up to twenty (20) Point of Sale stations and two (2) media dispenser stations
 - c. Software Integration to RTP|ONE Point of Sale

d. Services, Technical and Hardware Support

2. **Site Visit:** It is highly recommended that proposers make a site visit to Diamond Peak in order to familiarize themselves with the general layout of buildings, lift access points and other existing structures and to determine optimal locations for pick-up boxes, gantries, etc. Site visits may be coordinated by contacting Ski Resort Administrative Assistant Stephanie Koehler at 775-832-1177, or Diamond Peak General Manager Mike Bandelin at 775-830-1179. IVGID will not be responsible for any travel costs associated with this site visit.

B. ANTICIPATED PROPOSAL PACKAGE:

1. Proposals should include:
- a. Information on all suggested equipment, devices, software, services such as programming, project management, commissioning and transport, plus response times and location of your team for technical support.
 - b. An itemized price list of above equipment and support, including suggested quantities and any discounts to be offered.
 - c. Engineering schematics for installation of equipment, as appropriate.
 - d. Shop drawings of access gantry systems, including concrete pedestal, electrical and data connections and terminations.
 - e. A list of references of ski resort RFID installations in North America with # of years your RFID equipment has been installed there. Provide a minimum of four references including a current contact name, email address and phone number.
 - f. A response, in writing, to the proposed process for the following:
 - 1. Customer journey
 - 2. Product administration
 - 3. Access authorization
 - 4. RTP|ONE compatibility and proposed data flow
 - 5. Network outage contingency
 - 6. Technical support service level
 - g. A proposed date for completion of all work, including installation of equipment, training of District staff, and any troubleshooting required to provide a fully-working system.
 - h. Warranty information on all equipment.
2. To aid in the proposal evaluation process, the proposal package should also include product specifications, brochures, pictures and other support data for the equipment proposed.

C. PROPOSAL RESPONSES: It is assumed that all responses to this proposal specification are on behalf of the bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed and that these responses are supplied by the manufacturer. If this is not the case, Proposer shall explain, in writing, in a statement to be included with the proposal.

D. PROPOSAL EVALUATION: All proposals will be evaluated to determine the most qualified responsive proposal. Proposal exceptions are permissible, provided that what the Proposer is

offering meets the intent of the proposal specifications, as determined by the Buyer. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be August 31, 2022, to award a procurement contract to the bidder most responsive to the District's needs.

E. SUBMISSION OF PROPOSALS

1. Proposals are due by **2:00 p.m., August 10, 2022**, and may be delivered to the Public Works Department of the Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, or emailed to RLR@ivgid.org.
2. Late, incomplete or unsigned Proposals shall receive no consideration.
3. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
4. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the date and time stated in B.1.
5. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
6. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

F. OPEN MEETING LAW: The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.

G. DISCLOSURE OF PRINCIPALS: Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."

H. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

A. Proposals will be reviewed by District staff based on the following considerations:

1. Suitability to Diamond Peak's layout
2. Suitability to Diamond Peak and IVGID business processes
3. Technical support and services
4. Proposed date for completion of installation and training
5. References of installations
6. Warranty Information
7. Pricing

SECTION 4 - PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the equipment. Warranty conditions and limitations considered standard in this equipment’s manufacturing industry are acceptable.
- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer’s first use.

All warranty work required during Diamond Peak’s operating season shall be completed as quickly as possible, and shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

*See RFP Response for Warranty terms.

SECTION 5 PROPOSAL RESPONSE ITEMS

The following is provided to meet Section 2.B.e, References. Attach additional pages if necessary.

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, jrice@sierraattahoe.com (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, tplummer@mtbachelor.com (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, MGaripay@sugarbowl.com (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, rj@skirose.com (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, a.flores@deervalley.com (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, mstockwell@coppercolorado.com (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP



The following is provided to meet Section 2.B.g, Proposed Date of Completion:

Proposer's anticipated completion date for all work: 11/20/2022

The following is provided as part of Section 2.D, for any exceptions. Attach additional pages if necessary:

NO EXCEPTIONS

Four horizontal lines for additional text or attachments.

The following is provided as part of Section 2.E, Submission of Proposals:

Firm Name: Axess

Signature of Bidder: _____

Date: 08/09/2022

Phone # 720-795-6768

Title: Managing Director

Email: b.brodbeck@teamaxess.com

The following is provided as part of Section 3.A.7; include anticipated complete project price in both words and numbers:

In Words: Three-hundred fifty-one thousand five hundred twenty-eight and 10/100

Horizontal line for additional text.

In Numbers: \$351,528.10

SECTION 6 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Axess

Address: 6443 Business Park

City, St, Zip: Park City , UT 84098

Date Business Started: 1 9 9 8

Principal Address of Company: 6443 Business Park Loop Road,,Park City, Utah



NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP

Name: Oliver Suter Official Capacity: CSO/Member of the Board

Address: 6443 Business Park Loop Road,
Park City , UT 84098

Name: Brian Brodbeck Official Capacity: Managing Director/Secretary

Address: 6443 Business Park Loop Road,
Park City , UT 84098

Name: Lars Wolf Official Capacity: Chief Financial
Officer/Finance Officer

Address: 6443 Business Park Loop Road,
Park City , UT 84098

END OF PROPOSAL DOCUMENT

Diamond Peak Ski Resort

1210 Ski Way
89451-9204 Incline Village
UNITED STATES

Your contact:
Peter Dermutz

Phone: +1 310 234 0484
Fax:
Mobile phone: +1 310 980 2826
Email: p.dermutz@teamaxess.com

Date: 02.08.2022
Requested delivery date: 15.11.2022
Offer valid to: 01.09.2022

article	description	item qty	item price	consumer discount	total price
POINT OF SALE					
AXESS PRINTERS & PADS					
Axess SMART PRINTER 600 BASIC	Ticket printer basic unit with 200 dpi thermal print head, ticket feeder, 200 mm ticket stack, RS232 and LAN interface, integrated ticket tray, incl. SmartCard reader module for ISO 15693&14443 A/B and external 24 VDC power supply;	20	USD 2,980.00	15.00%	USD 50,660.00
Axess SMART PAD 600 KW	Desktop coder with integrated SmartCard reader module for ISO 15693&14443 A/B, USB interface, keyboard wedge;	optional	USD 179.00		USD 0.00
TICKET VENDING MACHINES					
Axess PICK-UP BOX 600	Smart post made from anodized aluminium, integrated distributor box, climate controller, Smart printer: 200dpi thermal print head, ticket feeder and 200mm ticket stack, integrated Smart Card reader module for ISO 15693 & 14443 A/B Chip Cards, Controller module TFT with integrated 2D ticket scanner, useable barcode types: 1D, 2D and 2D barcodes on mobile phone, incl. 110/230 VAC / 10A external power supply;	2	USD 11,017.00	15.00%	USD 18,728.90
PUB MOBILE STAND	Base plate for PICK-UP BOX, 450 x 780mm, powder-coated, gray, incl. 4 pcs. approx. 1cm spacer plates (feet);	2	USD 547.00		USD 1,094.00
Subtotal				14.80%	USD 70,482.90

POINT OF ENTRY					
SMART GATES NG					
AX500 SMG LEFT POST	Left Smart Gate Post made from anodized aluminium, integrated distributor box, climate controller, light signals, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,686.00	15.00%	USD 20,063.40
AX500 SMG RIGHT POST	Right Smart Gate Post made from anodized aluminium, integrated distributor box, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,307.00	15.00%	USD 15,553.30
SMG FLAP MODULE	Left and right flap module, 20 cm flap arms, electronic board, speed and position software controlled, optical passage sensors for closing command;	14	USD 3,958.00	15.00%	USD 47,100.20
SMG ANTENNA	Antenna with transparent plates and foil (Axess logo), shielding plate with anodized aluminium bracket; including long range ISO 15693 reader for SmartCards, self tuning, lane multiplexer and anti-collision function;	14	USD 2,551.00	15.00%	USD 30,356.90
SMG CABLE ASSEMBLY	Smart Gate cable assembly consisting of 20m power cable and 20 m shielded data cable; (different lengths may change the price);	14	USD 400.00		USD 5,600.00

article	description	item qty	item price	consumer discount	total price
SMG NG PROTECTION COVER	Protection cover for AX 500 Smart Gate NG, left and right post, covers for hanging or floor mounted Smart Gates depending on the used version;	optional	USD 194.00		USD 0.00
Axess GANTRY FRAME					
Axess GANTRY FRAME 600 / 2 LANE.	Construction for overhead installation of 2 Axess Smart Gate Gantry, Turnstile or Flap;	1	USD 7,500.00		USD 7,500.00
Axess GANTRY FRAME 600 / 4 LANE.	Construction for overhead installation of 4 Axess Smart Gate Gantry, Turnstile or Flap;	3	USD 12,500.00		USD 37,500.00
Axess MODULES					
Axess CONTROLLER 600	Axess Controller Module with ARM Cortex - A9-800MHz Dual Core Processor, 4GB Flash and 1GB RAM Memory, 7 "LCD Touch Color Display resolution 800x480 IPS, luminance 800cd / qm, LAN 100MB / 1GB, CAN, 2xUSB, COM interfaces, loudspeaker for audio output, I / O input and output for external devices from third parties;	14	USD 1,956.00	15.00%	USD 23,276.40
COMMUNICATION & MONITOR					
AX500 COM.-UNIT BUNDLE	Axess specific communication unit for TCP/IP network connection consists of 8-port switch and managed up-link switch;	4	USD 400.00		USD 1,600.00
TABLET PC CONFIGURATION	Axess Tablet PC installation and configuration: Operating system Microsoft Windows 10 PRO, Axess Lane Control Monitor Program, creation of different user profiles;	4	USD 139.00		USD 556.00
AX 500 GATE CAMERA NG	HD network camera, resolution 1920x1080, minimum lighting conditions 0.12 lux, operating temperature -30 ° C to + 55 ° C, remote focus and zoom, protection class IP66, Power over Ethernet 44 - 57 VDC, mounting bracket, incl. POE (power over ethernet) Injector and patch cable 2m;	4	USD 819.00		USD 3,276.00
GATE CAMERA CONFIGURATION	Configuration of AX 500 Gate Camera and lane control monitor;	4	USD 611.00		USD 2,444.00
AX500 POWER SUPPLY	110/230 VAC / 24 VDC / 10A power supply, external;	14	USD 353.00		USD 4,942.00
AXESS POWER & DATA BOX	Box for power supplies and network components;	4	USD 3,000.00		USD 12,000.00
OUTDOOR MOUNT POWER BOX	Outdoor mount for power & data box per lift;	optional	USD 540.00		USD 0.00
UPS 1500VA - POWER BACKUP	1500 Watt, Uninterruptable Power Supply, Surge protector for all equipment, per POE (max. 5 gate per point of entry);	4	USD 599.00		USD 2,396.00
Axess TABLET PC LANE MONITOR PRO	XPLORE : XPAD L10 Tablet, 10.1" sunlight readable display with touch, Intel Pentium (Apollo Lake), Win10 Pro, 8GB, 128GB SSD, F/R Camera, Kickstrap, Wifi+BT, US Power, IP65, 3 Year Standard Warranty;	4	USD 2,849.00		USD 11,396.00
Subtotal				9.64%	JSD 225,560.20

SOFTWARE

AXESS DATABASE LICENSE

Axess SMART LINK 4 RTP ONE	Axess 4 RTP ONE integration, One time license;	1	USD 9,911.00		USD 9,911.00
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ANNUAL SOFTWARE LICENCE

POS PROGRAM PICK-UP BOX	POS program for the issuance of Smart Cards at the pick-up box, production of the ticket purchase previously made on the Internet, is carried out by scanning the 2D barcode on the voucher (printed on paper or mobile phone), client license per pick-up Box;	2	USD 314.00		USD 628.00
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article	description	item qty	item price	consumer discount	total price
POC PROGRAM ACCESS CONTROL	POC program, access control, transaction records, signalization, control of blocked tickets or person types , client license per POC (per lane) and per Smart LOCK;	14	USD 314.00		USD 4,396.00
POC PROGRAM LANE MONITOR	POC program for monitoring at the point of control, ticket information and person type data such as photo IDs are displayed, manual remote control functions for turnstile or flap gate, client license per POC (per lane);	14	USD 124.00		USD 1,736.00
Axess SMART LINK 4 RTP One LICENSE	POC program, Axess 4 RTP One, client license per POC (per lane);	14	USD 189.00		USD 2,646.00
BASIC SERVICE PACKAGE	Axess support service connects you to support agents for help with firmware updates for all components and general troubleshooting	1	USD 5,000.00		USD 5,000.00
Subtotal					USD 24,317.00

SERVICES

PROJECT MANAGEMENT

PROJECT MANAGEMENT	Project management: Project organization and preparation of the time schedule of the individual milestones, definition of customer-specific services (infrastructure for network and power supply), project implementation and project monitoring up to the acceptance of the project;	3	USD 1,428.00		USD 4,284.00
ONSITE INSPECTION	Onsite inspection, familiarization, planning of on site preparations, installation manuals, review equipment's lists;	1	USD 1,068.00		USD 1,068.00
RTP / ONE SETUP	Setup of RTP/ ONE integration incl. training;	1	USD 6,000.00		USD 6,000.00
OEM CONFIGURATION	OEM configuration per unit;	14	USD 203.00		USD 2,842.00
EXPENDITURES PROJ. MANAGEMENT	Expenditures (travel, accommodation) for project management related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	5	USD 120.00		USD 600.00

TRAINING & SUPPORT

HARDWARE TRAINING	System instruction and training of control personnel, training for general service measures and troubleshooting;	1	USD 1,428.00		USD 1,428.00
OPERATIONS TRAINING	System put into operation on site, operational training of cashiers and control personal, acceptance protocols;	1	USD 1,428.00		USD 1,428.00

COMMISSIONING

CRATING PER UNIT	Packing per Gate & POS & TVM;	36	USD 96.00		USD 3,456.00
INSTALLATION SERVICE	HW installation per man-day; power- and network-cabling not included, service according to on-site inspection protocol;	3	USD 1,068.00		USD 3,204.00
POS COMMISSIONING	Commissioning and functional tests per POS;	20	USD 259.00		USD 5,180.00
POC COMMISSIONING	Commissioning and functional tests per POC;	14	USD 259.00		USD 3,626.00
PICK-UP BOX COMMISSIONING	Commissioning and functional tests per PICK-UP BOX;	2	USD 181.00		USD 362.00
GATE CAMERA COMMISSIONING	Commissioning and functional tests per Gate Camera;	4	USD 674.00		USD 2,696.00
EXPENDITURES COMMISSIONING	Expenditures (travel, accommodation) for commissioning related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	10	USD 120.00		USD 1,200.00

TRANSPORT

TRANSPORT - PRINTER	Transportation costs per Printer;	20	USD 100.00		USD 2,000.00
TRANSPORT - GATE	Transportation costs per Gate;	14	USD 400.00		USD 5,600.00

TRANSPORT - PICK UP BOX	Transportation costs per Pick Up Box;	2	USD 300.00	USD 600.00
Subtotal				USD 45,574.00

Overview Project Calculation			
Project costs		USD 387,835.00	
Hardware		USD 339,261.00	
discount hardware	10.70%	USD -36,306.90	
Services		USD 48,574.00	
Total		USD 351,528.10	
Software Service (annually)		USD 14,406.00	
Total		USD 14,406.00	

Terms of Delivery:

DAP - Delivered at Place (Incoterms 2010)

Terms of Payment:

30 days net

Payment Plan:

30 % of the order value upon signing of purchase contract

60 % of the order value upon sellers notice for delivery

10 % of the order value after delivery



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
DIAMOND PEAK SKI RESORT
REQUEST FOR PROPOSALS
Radio Frequency Identification Procurement
CIP 3499CE2201**

July 29, 2022

SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID) is requesting proposals presenting a solution to provide a radio frequency identification (RFID) system to the Diamond Peak Ski Resort (Project).

Complete Proposal Documents may be obtained at the IVGID Engineering office, or downloaded from our website at <https://www.yourtahoepalace.com/ivgid/resources/purchasing>. It is the Proposer's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on August 31, 2022, to award a procurement contract to the most qualified responsive bidder.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the District Engineering Office at 775-832-1267.

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. **SCOPE AND INTENT:** It shall be the intent of this Request for Proposal to select a vendor to present a solution to providing a radio frequency identification (RFID) system to the Diamond Peak Ski Resort currently utilizing RTP|One Point of Sale Software, basically consisting of:
 - a. Point of Access
 - i. Three (3) quad-chair access gantries
 - ii. One (1) double-chair access gantry
 - b. Point of Sale and Fulfillment
 - i. Up to twenty (20) Point of Sale stations and two (2) media dispenser stations
 - c. Software Integration to RTP|ONE Point of Sale

d. Services, Technical and Hardware Support

2. **Site Visit:** It is highly recommended that proposers make a site visit to Diamond Peak in order to familiarize themselves with the general layout of buildings, lift access points and other existing structures and to determine optimal locations for pick-up boxes, gantries, etc. Site visits may be coordinated by contacting Ski Resort Administrative Assistant Stephanie Koehler at 775-832-1177, or Diamond Peak General Manager Mike Bandelin at 775-830-1179. IVGID will not be responsible for any travel costs associated with this site visit.

B. ANTICIPATED PROPOSAL PACKAGE:

1. Proposals should include:
- a. Information on all suggested equipment, devices, software, services such as programming, project management, commissioning and transport, plus response times and location of your team for technical support.
 - b. An itemized price list of above equipment and support, including suggested quantities and any discounts to be offered.
 - c. Engineering schematics for installation of equipment, as appropriate.
 - d. Shop drawings of access gantry systems, including concrete pedestal, electrical and data connections and terminations.
 - e. A list of references of ski resort RFID installations in North America with # of years your RFID equipment has been installed there. Provide a minimum of four references including a current contact name, email address and phone number.
 - f. A response, in writing, to the proposed process for the following:
 - 1. Customer journey
 - 2. Product administration
 - 3. Access authorization
 - 4. RTP|ONE compatibility and proposed data flow
 - 5. Network outage contingency
 - 6. Technical support service level
 - g. A proposed date for completion of all work, including installation of equipment, training of District staff, and any troubleshooting required to provide a fully-working system.
 - h. Warranty information on all equipment.
2. To aid in the proposal evaluation process, the proposal package should also include product specifications, brochures, pictures and other support data for the equipment proposed.

C. PROPOSAL RESPONSES: It is assumed that all responses to this proposal specification are on behalf of the bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed and that these responses are supplied by the manufacturer. If this is not the case, Proposer shall explain, in writing, in a statement to be included with the proposal.

D. PROPOSAL EVALUATION: All proposals will be evaluated to determine the most qualified responsive proposal. Proposal exceptions are permissible, provided that what the Proposer is

offering meets the intent of the proposal specifications, as determined by the Buyer. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be August 31, 2022, to award a procurement contract to the bidder most responsive to the District's needs.

E. SUBMISSION OF PROPOSALS

1. Proposals are due by **2:00 p.m., August 10, 2022**, and may be delivered to the Public Works Department of the Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, or emailed to RLR@ivgid.org.
2. Late, incomplete or unsigned Proposals shall receive no consideration.
3. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
4. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the date and time stated in B.1.
5. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
6. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

F. OPEN MEETING LAW: The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.

G. DISCLOSURE OF PRINCIPALS: Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."

H. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

A. Proposals will be reviewed by District staff based on the following considerations:

1. Suitability to Diamond Peak's layout
2. Suitability to Diamond Peak and IVGID business processes
3. Technical support and services
4. Proposed date for completion of installation and training
5. References of installations
6. Warranty Information
7. Pricing

SECTION 4 - PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.
- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during Diamond Peak's operating season shall be completed as quickly as possible, and shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

SECTION 5 PROPOSAL RESPONSE ITEMS

The following is provided to meet Section 2.B.e, References. Attach additional pages if necessary.

Contact Name, Email and Phone Number	Name of Facility	# of Years RFID in Place

The following is provided to meet Section 2.B.g, Proposed Date of Completion:

Proposer's anticipated completion date for all work: _____

The following is provided as part of Section 2.D, for any exceptions. Attach additional pages if necessary:

The following is provided as part of Section 2.E, Submission of Proposals:

Firm Name: _____

Signature of Bidder: _____

Date: _____ Phone # _____

Title: _____ Email: _____

The following is provided as part of Section 3.A.7; include anticipated complete project price in both words and numbers:

In Words: _____

In Numbers: \$ _____

SECTION 6 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: _____

Address: _____

City, St, Zip: _____

Date Business Started: _____

Principal Address of Company: _____

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

END OF PROPOSAL DOCUMENT



Project Summary

Project Number:	3499CE2201
Title:	Installation RFID - Software and Gantries
Project Type:	G - Equipment & Software
Division:	99 - General Administration - Ski
Budget Year:	2023
Finance Option:	
Asset Type:	CE - Communications Equipment
Active:	Yes

Project Description			
This project consists of the implementation of Radio-Frequency Identification systems at Diamond Peak Ski Resort for ski lift access verification.			
Project Internal Staff			
Mountain Operations, Revenue office and District Information Technology staff will assist with the installation.			
Project Justification			
This project was presented and proposed during the District's Board of Trustees budget workshops pertaining to 2022/2023 and 5 year Capital Improvement Projects Plan. The project was discussed and unanimously supported by the Trustees of the District.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2023			
Installation	410,000	0	410,000
Year Total	410,000	0	410,000
	410,000	0	410,000
Year Identified	Start Date	Est. Completion Date	Manager
2022			Ski Resort General Manager
			Project Partner

Ski Resort Management Solution

Axess – Smarter Solutions for a Digital Planet



List of Contents

1	Company Profile	3
1.1	AUSTRIA Axess worldwide map.....	3
1.1.1	Axess Headquarter – Anif / Salzburg -	4
1.1.2	Axess Factory – Innsbruck / Tirol - AUSTRIA.....	5
1.1.3.	Axess Americas-Park City, Utah USA.....	6
1.2	Service Organization	6
1.2.1	SOFTWARE SERVICE	7
1.2.2	SOFTWARE RELEASE MANAGEMENT	7
1.2.3	MAINTENANCE COSTS FOR SYSTEM COMPONENTS.....	7
1.2.4	PROJECT IMPLEMENTATION SERVICES	7
1.2.5	FAMILIARISATION	8
1.2.6	TROUBLESHOOTING, SERVICE ON SITE.....	8
1.2.7	COMMISSIONING	8
1.2.8	DELIVERY & ASSEMBLY & START-UP	8
1.3	References98	
2	System Architecture	9
3	Printer	10
3.1	Axess SMART PRINTER 600.....	11
3.2	Axess Smart PAD 600.....	12
3.3	Axess PICK UP BOX.....	12
4	Point of Control	13
4.1	AX 600 – a modular concept.....	13
4.2	AX 500 Smart Gate	13
4.3	LANE CONTROL MONITOR AND CAMERA.....	14
4.4	Reporting.....	14
5	Smart Cards	15
5.1	AX 500 Smart Card ^{One Way}	15
5.2	AX 500 Smart Card ^{Stripe & FULL}	15
6	RFP Specific Request	16
6.1	CUSTOMER JOURNEY	16
6.2	REFERENCE LIST.....	17
6.3	PRODUCT ADMINISTRATION	17
6.4	ACCESS AUTHORIZATION.....	17
6.5	RTPIONE COMPATIBILITY.....	18
6.6	NETWORK AND OUTAGE CONTINGENCY	18
6.7	Technical Support Service.....	18
6.8	Scope of Work.....	18
6.9	Estimated Delivery Date.....	18
6.10	Warranty.....	18
6.11	WHY Axess.....	19

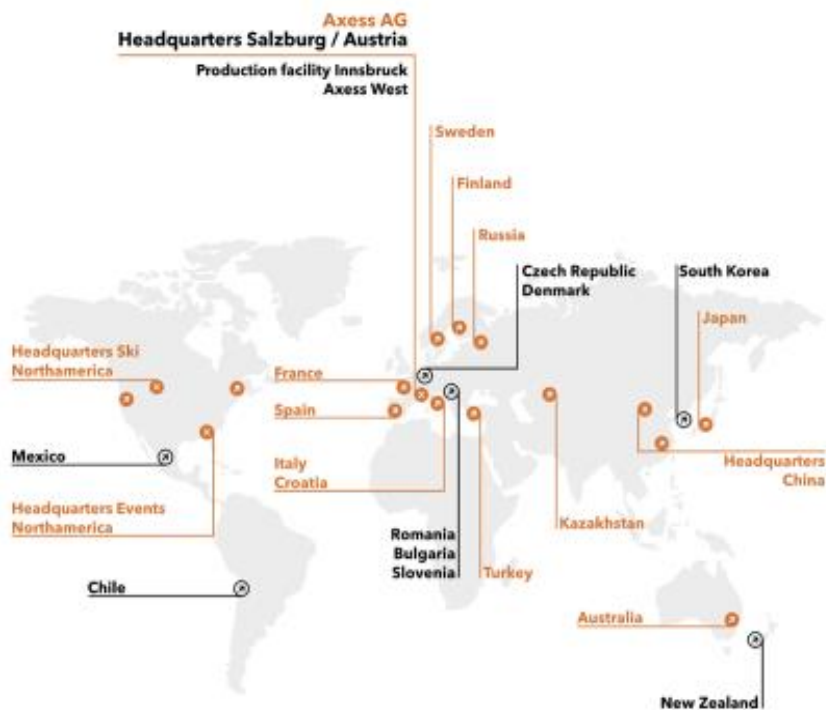
1 Company Profile

Founded in 1998, Axess is a leading international manufacturer of solutions for ticketing and access control. With worldwide facilities for distribution and support, Axess has the knowledge and resources to design, develop and manufacture modern solutions. Innovation, international experience and diverse products, processes and services form the core of our corporate strategy.

Our main guiding principle is to offer the best technical and commercial solutions for our customers and to meet their requirements after careful analysis utilizing our expert knowledge. Wherever possible, Axess sticks to industry standards and design systems with open standard interfaces.

The Axess headquarters is located in Anif/Salzburg, Austria while the Axess Hardware and Smart Card manufacturing is in Innsbruck, Austria. Additionally, Axess operates 14 global subsidiaries worldwide including Axess Americas and Axess Canada in North America.

1.1



*All orange markers are Axess offices, all black markers represent official resellers.

1.2 Axess Headquarter – Anif / Salzburg - AUSTRIA

- > Management, Marketing & European Sales
- > Hardware- and Software Development
- > Project Management and Training
- > Quality Assurance
- > 1st, 2nd and 3rd Level Support



1.2.1 Axess Factory – Innsbruck / Tirol - AUSTRIA

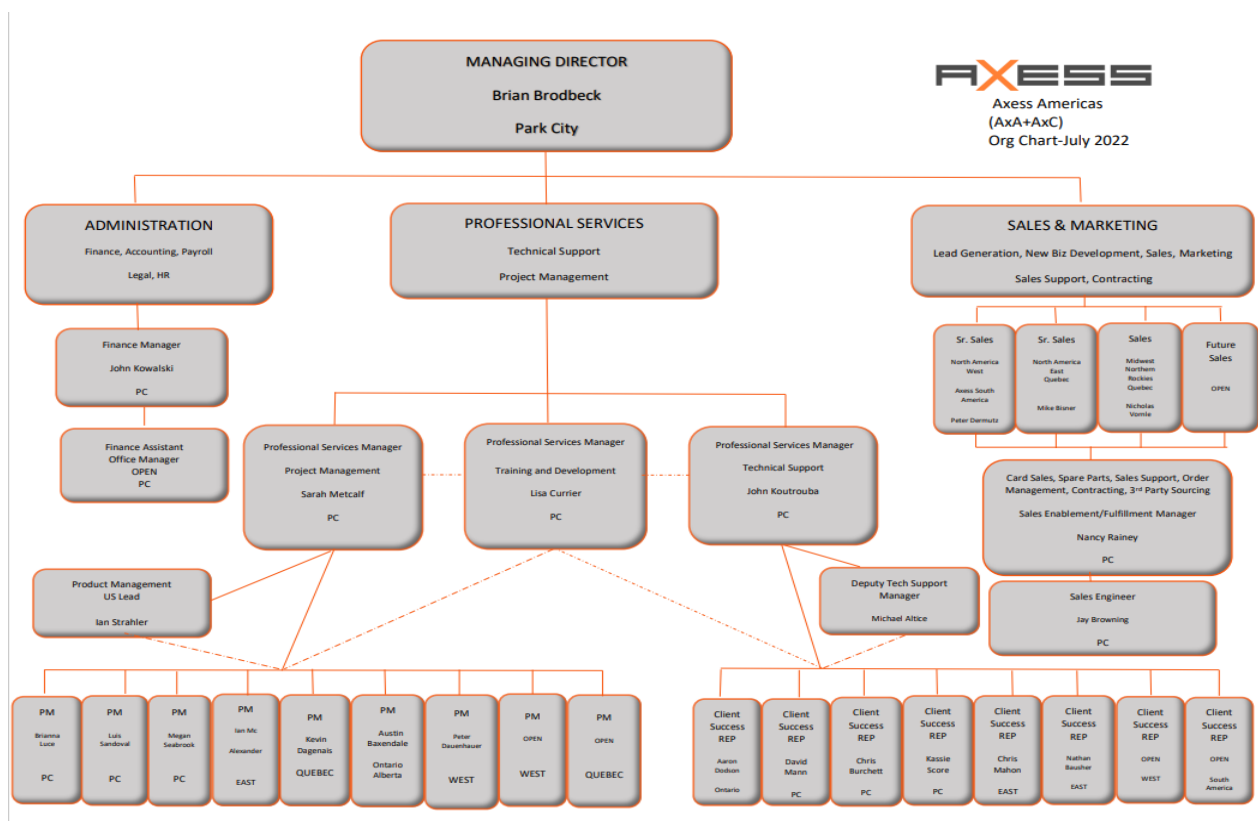
- > Production of hardware components and Smart Cards
- > Offset printing machines, ticket production
- > Laminating and segmentation, production of chip cards
- > Hardware production, pre-configuration
- > Quality Assurance



1.2.2 Axess Americas

- > U.S. Subsidiary of Axess AG dedicated solely to the North American ski market
- > U.S. Headquarters located in Park City, Utah
- > Sales, Administration and Logistics, Product Management, Project Management and 1st/2nd Tech Support
- > 31 total North American employees, directly employed by Axess Americas (not resellers)
- > 21 total Professional Services employees geographically positioned across North America to provide strategic, fast and efficient professional services through 6 North American Time Zones.
- > Open partnerships and integrations with all MAJOR North American ticketing application providers.
- > Axess Events- the Axess Americas sister subsidiary serving the professional sports, collegiate and fitness/amusement verticals with access control solutions at over 50 major sports stadiums, 10 collegiate stadiums, and 100 fitness clients.

1.2.2.1 Axess Americas Organizational Chart



1.3 Service Organization

A central component of the Axess value proposition in North America is the Axess Professional Services Team. Comprising over two-thirds of the entire North American staff, the Axess staff of Project Managers and Client Success Support representatives, have over 150+ years of ski industry experience working either at a ski resort AND/OR for a technology supplier serving the ski industry. Our philosophy

is to hire passionate and smart candidates that thrive in and are passionate about the ski industry. This translates to a tenured and experienced technical staff that bring years of experience implementing Axess solutions at resorts big and small with operations from simple to complex. Axess has purposely chosen to hire and locate our tech services staff strategically around the country to provide our clients with geographically positioned support resources across North America to provide fast and efficient Axess Professional Services across 6 North American Time Zones.

The Axess Professional Services team uses cutting edge tools and processes to help implement and support your Axess solution. From client facing project management tools that help track, manage and communicate with our clients during the implementation process to a world-class help desk support tool with ticket/issue tracking and status notifications along with a customer facing portal, the Axess team utilizes the best technology to help make your implementation and system support fast, efficient and dependable.

SOFTWARE SERVICE

The ski resort vertical is a strategic and very important market for Axess. Together with our customers, we continuously develop new functionalities based on current technologies. The collective power of a large Axess client base participating in and providing improvements to the functionality of the Axess platform is a massive advantage for clients on the Axess platform. Our standard maintenance agreement covers the provision of a Help Desk, error analysis & bug fixes, software updates, and additional upgrades to new software versions with the same functional scope via remote access using the Internet. Hardware upgrades, spare parts and other consulting and/or support services onsite are not included in the maintenance agreement but can be added on an individual basis. All suggestions from existing and new customers are collected, evaluated, and prioritized into the Axess Development Road Map. Each season multiple new software versions are compiled from the new developments and made available to all our customers. Once an update is released, your tech services teamwork with resort staff to jointly schedule the upgrade during non-business hours.

1.3.1 SOFTWARE RELEASE MANAGEMENT

To implement customer-specific requirements and to deliver software with the highest quality standards, Axess releases two major software versions per year. Enhancements, modifications, and bug fixes are planned and communicated depending on project requirements as well as product development for each release. Minor updates with bug fixes and smaller feature additions are released monthly.

1.3.2 MAINTENANCE FOR SYSTEM COMPONENTS

Thanks to the modular system structure of Axess systems any exchange, replacement and maintenance of system components is simple and can be done by the customer without relying of Axess technicians. Maintenance costs can be significantly reduced by proper care and upkeep. How to service the Axess hardware is explained both during an onboarding training as well as in manuals that can be provided upon request.

1.3.3 PROJECT IMPLEMENTATION SERVICES

Every Axess installation is planned and processed by a project manager utilizing an Axess specific project methodology developed according to IPMA standards. The customer provides a resort contact person (Project Manager or System Admin) who can make decision, gather resort resource and assign internal responsibilities based on function. This allows the Axess project manager to communicate with a single point of contact that can coordinate with their team and supervise the installation and commissioning of the Axess system as well as any connected systems.

We focus on our customer's needs and assist with advice regarding feasibility and required technologies after a careful analysis of all requirements. Our target is always to create a collective solution concept with a detailed project course known to and embraced by the resort's System Admin. Review meetings

are set up to discuss milestones, assigned responsibilities, project targets and potential problems must that be solved prior to go live.

1.3.4 SITE PREPARATION & START-UP

The site preparation is the responsibility of the resort, up to and including wiring, network infrastructure and all pre-project civil engineering. Axess provides support in location planning and may perform a pre-install site acceptance with the client to double-check the preparations before delivery of the equipment. All Axess hardware will be supplied preprogramed, tested and tagged with the name of the install location (i.e. plug & play). Assembly of hardware components on site is customer's responsibility. Our team will perform the system start-up (if agreed in the contract) on site. During this start-up phase, The Axess Professional Services Team train the operating personnel in normal operation, maintenance, and troubleshooting of the system.

1.4 References

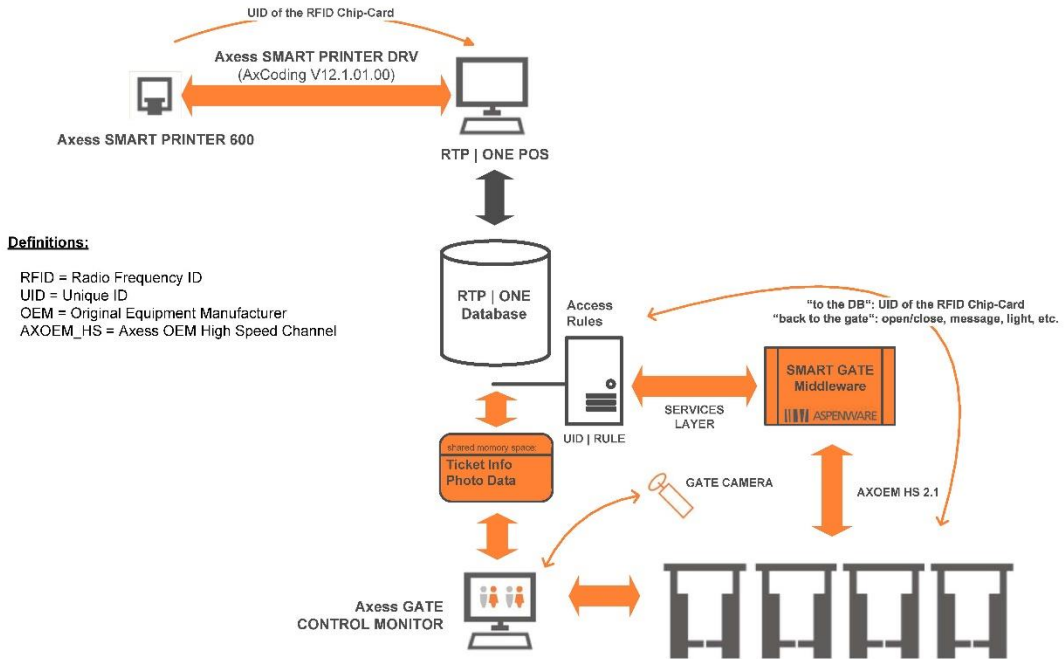
- > Worldwide over 500 Ski Resort installations in over 30 countries
- > 125+ total Axess clients in North America:

Customer by POS provider						
SmartPOS	Stand Alone Validation	ResortSuites	RTP	Online Validation (OEM)		SELF-HOSTED DATACENTER
	Siriusware			InTouch	Paradocs	
Alta	Big Bear	Smuggler's	Alyeska	Berkshire East	Owl's Head	Big White
Bolton Valley	Big White	Giant's Ridge	Aspen	Blue MT	Orford	Mt. High
Catabogie	Brighton		Big Sky (UHF)	Bousquet		
Caledon	Bromley		Boreal	Catamount		
Hermitage	Camelback		Boyne Highlands	Eaglecrest		
Hilltop	Camp Fortune		Boyne Mountain	Gunstock		
MSLM	Cascade		Copper	Ski Big Bear, PA		
Montage	Crystal Mt, MI		Deer Valley	Sundance		
Mohawk	Cypress Mountain (UHF/OEM)		Homewood			
OHSU	Eldora		Killington			
Powderhorn	ELK		Lee Canyon (UHF)			
Vallee Du Parc	Granite Peak		Loon Mt (UHF)			
Val St Come	Grouse		Marmot Basin			
Mt Blanc	Jay Peak		Mt Bachelor			
Mt Edouard	Jiminy Peak		Red Lodge			
Mt High	June Mt		Revelstoke			
Ragged	Les Sommets		Steamboat (PUBS only)			
Valinouet	Lutsen		Sugar Bowl			
White Pass	Mammoth		Sugarbush			
Yellowstone Club	Mt. Rose		Sugarloaf (UHF)			
Tamarack	Mt. Seymour		Sunday River (UHF)			
	Mt. Sutton		Tremblant			
New for 2022	Mt. Washington		Windham			
Bear Valley	ORDA Belleayre		Winsport			
Horseshoe	ORDA Gore		WWPC (UHF)			
	ORDA Whiteface		Squaw (Pubs only)			
	Pat's Peak		Winter Park (Pubs only)			
	Sierra at Tahoe		New for 2022			
	Snowbird		Silver Star			
	Timberline		Summit at Snoqualmie			
	Wachusett		Wolf Creek			
	Wintergreen		Telluride			
	Wisp		Grand Targhee			
	Buttermut Basin					
	Caanan Valley					
	Greek Peak					
	Holiday Valley (Barcode PUBs)					
	Massanutten					
	Monarch					
	Red River					
	Schweitzer					
	New for 2022					
	Bogus Basin					
	Bromont					
	Holiday Valley					
	West Mountain					

2 System Architecture

Two interfaces to the RTP system are available: Smart Link and Direct Interface

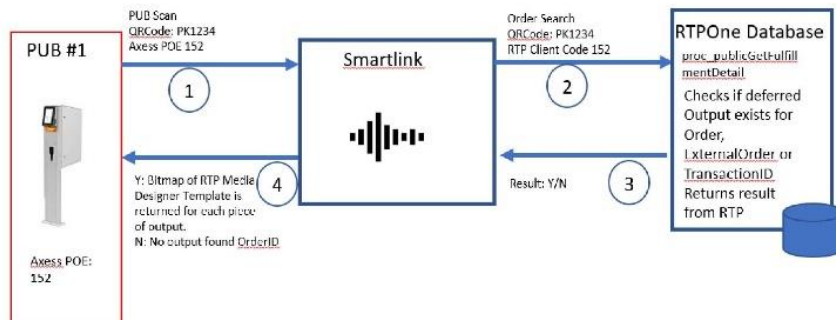
Axess Integration with RTP|ONE “CENTRAL DB GATE VALIDATION“



©2016. This diagram contains general information about products and services of Axess AG and/or its affiliated companies and partners. It makes no claim to completeness, especially with regard to the overall service offering of Axess AG and its affiliated companies and partners. On no account can this diagram be part of a contract. Copying, forwarding or reproducing this document in part or in full may infringe the rights of third parties. Axess AG thus reserves all rights.

Functional Summary – Axess PUB

Smartlink is used as the middleware for the Axess PUB just like the Axess gates. An updated version of Smartlink is needed that supports the PUB in addition to the gates. The flow of data from the PUB to the RTPOne db is illustrated below and additional information related to Smartlink configuration can be found several pages down in this document.



3 Printer

3.1 Axess SMART PRINTER 600

Axess SMART PRINTER 600 combines modern design and high performance. Print, delete, encode, and read tickets in the ISO 15693 and ISO 14443 format within one extremely fast step. Print customized designs, logos, and texts using a direct thermal printing process. Axess SMART PRINTER 600 is a robust device, designed for continuous operation and comfortable, easy setup and maintenance via a LAN connection.

- > Extendable ticket tray, integrated ticket stacker, three-color status light
- > Fast processing of ThermoReWrite cards
- > Fast printing of BC cards
- > Thermal print head with 300dpi
- > Any fonts, alignment, and graphic printing
- > Ticket formats ISO 15693 and ISO 14443
- > LAN (100MB/1GB) and RS 232 interface; Configuration and software download via website



3.2 Axess Smart PAD 600

Axess SMART PAD 600 allows reading and writing of configured data from and to RFID-cards and RFID-transponders in tags or other objects. All supported types of transponders are automatically read by the Axess SMART PAD 600 and are treated according to their respective protocol.

- > debiting of values: money or value points
- > crediting of values or bonuses
- > encoding permissions; reading customer number
- > Ticket formats ISO 15693 and ISO 14443
- > RS 232 or optional USB interface, USB keyboard wedge



3.3 Axess PICK-UP BOX

The Axess PICK-UP BOX 600 is our ticket fulfillment machine for the issuing of tickets that were pre-purchased via the resort's e-commerce website. The guest can avoid queuing at the ticket windows to pick up their RFID ticket and instead can simply scan the barcode from a Print@Home voucher or a mobile device at a PUB located on the entry path to the lifts. The ticket is printed immediately without requiring further user input, which allows for a very quick pick-up process without having to wait in line at the ticket window.

- > Axess SMART SCANNER 600; 2D bar code scanner,
- > Moving reading support
- > Voucher in form of an e-ticket on Mobile devices Smart Watches
- > 7" LCD touch screen; for interaction with guest and service, advertisement and information
- > Weatherproof in roofed location, easy maintenance
- > Axess SMART PRINTER 600; Ticket stacker for up to 350 tickets



4 Point of Control

Axess solutions are focused on customer comfort, allowing the guest to focus on the pleasure of skiing. They are designed to be easy for users and operators and make the ticket check a fast and efficient procedure.

A special advantage of the AX500 System is the modular construction. All of the main components are constructed in the same way. This makes trouble shooting easier (replacement of outside components) and enables adaption. Even the future use of new technologies, which are not available today, will be possible without replacing the whole construction.



4.1 AX 500 Smart Gate

The Axess AX500 Smart Gate can not only be mounted on special ground mount pallets, but also hung from an Axess built hanging “Gantry” gate mount. The unit is fully height adjustable as snow levels rise and offers a boom mount that swings the entire gate array out of the path of the maze allowing snow cats to groom the skier maze in and around the gates without hitting and damaging them at night and in snowstorms with reduced visibility.

Axess has also developed a proprietary barrier that increases the comfort of the guest while providing a faster throughput of skiers to the lift. Rather than utilize a traditional rotary turnstile arm that tends to catch ski equipment as skiers push through the rotary barrier and slow skier’s ingress to the lift, the trademark Axess Flap modules make gate access fully contactless by utilizing a barrier that opens outward like a set of double entry doors. The ingress functionality of the Flap barrier was developed specifically with an elevated guest experience in mind to match the speed of skiers and riders sliding on snow through an access control gate.

The modular concept of the Axess gates allows for easy upgrades to the access control system and a customized solution for each customer.

- > Convenient access through Flap Gate or turnstile
- > automatic opening and closing via sensors
- > Transparent long-range double- or one-side antenna, optional with a client-specific layout for marketing purposes
- > Modern LINUX® Industry-controller, more than 1.000.000.000 transactions to be stored offline in case of connectivity issues
- > Color display, 3-Colour-LED-traffic light and an acoustic signalization

4.2 LANE CONTROL MONITOR AND CAMERA

The Lane Control Monitor allows the checking of personalized cards (e.g. season passes) and non-personalized cards (e.g. daily tickets). The Gate Camera takes pictures from a distance, while the Lane Control Monitor software displays those pictures so they can be manually compared by the ski resorts staff.

- > Up to 6 lanes covered by one camera
- > Option to display select ticket parameters
- > Adjustable filters, e. g. person types, ticket types...
- > Photo history
- > Allows for manual opening or blocking of gates with the press of a button



4.3 Reporting

All usage data will be forwarded to RTP, all data is centralized, and all reports will be provided within the RTP system.

5 Smart Cards

5.1 AX 500 Smart Card ^{One Way}

- > Layout design in 4-color offset printing
- > Rugged under mechanical stress
- > Any type of ticket possible such as event tickets, day- or multi-day passes, reducible timecard, points card
- > Data memory segmented to customer specifics:
- > Imprint of selected ticket data via thermo direct printing
- > Optional: Hole punch for card holding clips, cords, ...
- > Password and Privacy protection
- > ISO 15693 RFID-Chip



5.2 AX 500 Smart Card ^{Stripe & FULL}

- > Identification card with a lifetime up to several years
- > Layout design for 4-color Offset print
- > All tickets programmable, e.g. point value tickets, personalized tickets, time value tickets, debit cards
- > Customized data memory; up to 5 authorizations for ticket and person data programmable
- > Rugged against mechanical abrasion, direct daylight, and liquids (also sweat)
- > Imprints in Thermo Rewrite printing can be repeatedly printed and erased
- > Printable area provided as TRW-Stripe or FULL Surface on front of the ticket
- > Optional: Back fully printable; back with additional imprint of WTP-number or QR-Code
- > RFID-Chip ISO 15693
- > Password and Privacy protection



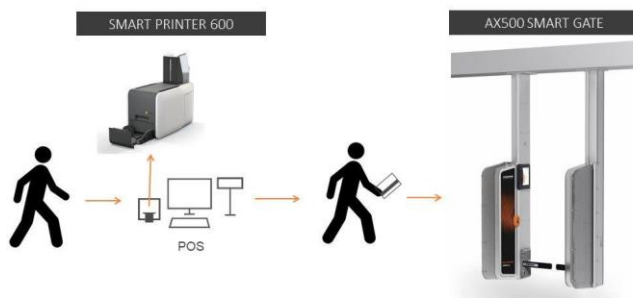
6 RFP Specific Request

6.1 Customer Journey

In this instance, Axess is the Hardware supplier providing printers, Pick-Up Boxes and gates, while other companies like RTP will provide all software modules (points of sale, rental, ski school etc.). The customer journey always starts with the software provider. Within this process, Axess will provide a very easy way of picking up already purchased tickets and a fast and contactless access control system.

The following three use-cases will be significantly improved with the use of Axess equipment:

On-site Sales



1. Guest purchases a ticket on the point of sale.
2. A RFID ticket is issued by the Axess SMART PRINTER 600.
3. The guest takes the ticket (usually a pocket on their left side) to the lift.
4. An AX500 SMART GATE will read the ticket and allow the guest to proceed to the lift. No further action from the guest is required.

Online Sales (New Customer)



1. A Guest purchases a ticket online on the web shop. They receive a confirmation mail with a pick-up code (usually QR code).
2. The guest can pick up their RFID ticket at the point of sale or at the PICK-UP BOX 600.
3. Once the guest has picked up their ticket, they can proceed to the AX500 SMART GATE.

Online Sales (Returning Customer)



1. A guest who already has a RFID ticket can reload it on the web shop.
2. The guest can proceed directly to the AX500 SMART GATE, without needing to stop by the point of sale or PUB.

6.2 Reference List

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, jrice@sierraattahoe.com (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, tplummer@mtbachelor.com (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, MGaripay@sugarbowl.com (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, rj@skirose.com (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, a.flores@deervalley.com (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, mstockwell@coppercolorado.com (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP

6.3 Product Administration

Since Axess is not providing the POS software, the entire product administration is within RTP. Any configuration (new product, change of product, pricing etc.) is done in the RTP System.

No configuration beyond the initial setup is required in the Axess system.

6.4 Access Authorization

See System Architecture.

When a ticket is issued on an Axess Printer at the ticket window or in the Pick Up Box, the printer reads the chip ID and transfers it to RTP. RTP stores this ID in their database. When a ticket is scanned, the Axess reader will forward the chip ID to RTP. RTP goes through the validation process and the sends a

package back to the gate, which will tell the gate to either open or stay closed, which message to display for the customer, which colour to display and which acoustic signal to play. This transaction takes place in real time and the gate receives a response in less than a second.

6.5 RTP|ONE Compatibility

See 2. System Architecture

6.6 Network and Outage Contingency

In case of a network issue, the gates will go into an “Emergency Mode” and open for any ticket that is scanned. During this Emergency Mode, all transactions are stored directly on the gate in the Axess Controller. As soon as the network connection is re-established, all data is pushed to RTP.

The Pick Up Box is not operational during a network outage, as it will try to check the validity of the voucher on the RTP server for each ticket it should produce. The only option during the outage is visiting a ticket window for ticket fulfilment of e-commerce purchases.

6.7 Technical Support Service

The Axess Professional Service team operates a helpdesk and hotline for issues that arise in the daily operation of the Axess System. Services included in Axess maintenance are the maintenance of Axess software and firmware in the form of an annual version update and a troubleshooting/bug fix service to mitigate unknown errors or bugs in the software. Axess Hardware support includes the troubleshooting of any hardware errors that may arise in the normal operation of the Axess Gates/Printers/PUBS et al. Axess maintenance services do not include spare parts.

The Axess Helpdesk for user questions is available to assist Axess customers M-F 8 am to 8 pm (EST). The Axess hotline extends regular Help Desk hours to weekends and public holidays and is available in addition to standard help desk hours for urgent issues, on weekends and public holidays from 8 am to 8 pm (EST).

In addition to standard support services, Axess offers advanced technical consulting services designed to address advanced issues specific to ski resort operations.

6.8 Scope of Work

See attached document “Axess Installation Process”

6.9 Estimated Delivery Schedule

The following schedule is an estimate and is based on receiving verbal confirmation of award for this project by not later than August 20th, 2022.

Printers, Pick Up Boxes, Gates	- by November 5th
Gantries	- by October 20 th
Cables, Power Data Boxes, network equipment for gates	- by October 15th

6.10 Warranty

Axess is willing, for a period of 12 months from the Delivery Date, or, if commissioning is part of the Agreement, upon the issuance of a declaration of operational readiness by Axess, to replace or refurbish

defective parts or components with no cost to the Customer, unless such defects or inoperability are a result of improper care or equipment abuse resulting in premature wear and tear by Customer.

6.11 Why Axess?

We are the market leader for a reason. With over 125+ ski resorts utilizing the Axess technology stack in the US and Canada, Axess is the undisputed North American Market Leader of RFID Access Control and ticket fulfilment technology. Simply put, the majority of ski resorts who have chosen to move to RFID ticket scanning have chosen Axess for a reason, and in most cases, for many reasons. Here are the top five reasons why we believe Axess is the perfect access control solution for your ski resort.

1. Our clients are the experts. The deep Axess client roster translates to more user input from both large and small resorts. This approach results in a product stack that develops over time and stays relevant to the way that you run your business. A prime Axess example of this philosophy in action is the introduction of the industry changing Axess Flap-Arm gate barrier. Developed in coordination with an Axess client to improve the guest experience and skier comfort, the Axess Flap-Arm revolutionized gated access control for the global ski industry and is a major reason why Axess has adopted customers at 10x the rate of our competitor(s) and have taken a dominant market leader position in the global access control market.
2. Product forward. Axess leads the market in every product category with leading solutions designed to future-proof your resort. From innovative software that enhances and complements the world-class Axess hardware suite, to forward thinking functionality intelligently developed to bolster resort operations, the Axess portfolio is an investment that will drive efficiency, profitability and partnership for years to come.
3. Our people, our competency, your advantage. The Axess Professional Services team is built from ski industry professionals with over 150+ years of cumulative experience having either worked at a ski resort or with an industry technology provider-and in most cases BOTH. They are highly competent with both Axess solutions and industry operations, uber passionate about the ski industry and its' clients and are strategically located near to your resort. By employing a strategically located, highly trained and competent project management and technical support apparatus, Axess helps their customers utilize our solutions with a high uptime, fast and efficient support, and a best of breed consultative approach that applies the collective insight of a large user base to best practice across the entire Axess client portfolio. This support methodology is in direct contrast to our competitor's support model who often times use third party resellers to try to provide services of the same scope and competency as the Axess Professional Service team.
4. Modularity is the name of the game. The Axess hardware is modular, allowing for easy maintenance repairs and upgrades. This results in more uptime that lets your staff shift focus to customer service as a priority.
5. Client/Partner/Axess 360 partnerships. Axess aligns our client's best interest in front position by maintaining an open integration philosophy to 3rd party systems. Be it a competitive software offering or an alternate hardware offering, at the request of our clients Axess has developed and now maintains over 450 worldwide partner integrations to our technology stack.

Axess, Smarter Solutions for a Digital Planet.