

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Expenses incurred in preparing and advancing Claims.
 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 10 - SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters.....	1
Article 3— Contract Documents: Intent, Requirements, Reuse.....	2
Article 4— Commencement and Progress of the Work.....	2
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions.....	2
Article 6— Bonds and Insurance.....	4
Article 7— Contractor’s Responsibilities.....	5
Article 8— Other Work at the Site.....	9
Article 9— Owner’s Responsibilities.....	9
Article 10— Engineer’s Status During Construction.....	9
Article 11— Changes to the Contract.....	9
Article 12— Claims.....	10
Article 13— Cost of Work; Allowances, Unit Price Work.....	10
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	10
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period.....	10
Article 16— Suspension of Work and Termination.....	10
Article 17— Final Resolution of Disputes.....	10
Article 18— Miscellaneous.....	11

SECTION 10 - SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

Article 1—DEFINITIONS AND TERMINOLOGY

1.01 SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraph:

- A. 1.01.A.38.b. Specialist—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

Article 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five (5) sets, for execution of the work. Additional copies will be furnished, upon request, at the cost of production.

Article 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

Article 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

4.03 *Reference Points*

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

4.04 *Progress Schedule*

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, "Noise and Lighting Standards" in the performance of the Work. However, NO equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 6:00 p.m. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

Article 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 *Use of Site and Other Areas*

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

5.03 *Subsurface and Physical Conditions*

SC-5.03. Delete Paragraph 5.03.C in its entirety and insert the following in its place:

5.03.C Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.C.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

5.03.E. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer at the cost of reproduction.

5.03.F. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.G. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area. If rock excavation is required for pipeline installation, including but not limited to over-excavation, jack hammering, drilling and blasting, such rock excavation will be included in the unit price for the pipeline installation, and no additional compensation will be considered for this work.

5.03.H. Similar work in Incline Village has uncovered existing pipelines with pipe wrap manufactured with asbestos containing materials (ACM). Testing has indicated ACM pipe wrap discovered was in a non-friable state. The CONTRACTOR shall have full responsibility with respect to state and federal laws on handling and disposal of materials encountered for this work. No additional compensation will be considered for this work.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and insert the following in its place:

5.04.A. Notice by Contractor: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.A.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.A.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.A.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

5.06 *Hazardous Environmental Conditions*

SC-5.06. Delete Paragraphs 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

Article 6—**BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best's rating of no less "A (FSC-VII)."

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

6.03 *Contractor's Insurance*

SC-6.03. Add the following new paragraphs immediately following Paragraph 6.03.A:

6.03.A.1. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

6.03.A.2. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

6.03.A.3. Commercial Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C:

6.03.D. Deductible and/or Self-Insured Retention (SIR)

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

7.02.C.1. Contractor and Subcontractor regular working hours shall be limited to period between 8:00 a.m. and 6:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner.

7.02.C.2 Contractor understands that water service to any property cannot be interrupted for more than four (4) hours. No interruption is allowed on weekends or holidays. Water service interruptions to businesses may not occur during business hours without consent of the business owner. Contractor must notify IVGID at least 72-hours in advance of disrupting water service and any affected resident(s) or business at least 48 hours in advance. Contractor is responsible for notification to affected customers and businesses. IVGID will supply Contractor with a list of addresses to notify, and supply door hangers. Contractor is responsible for filling out each door hanger and hanging or securing the notices on the front door of each residence or business. Contractor will make every effort to speak with the customer(s) in person regarding the interruption of service. These requirements may necessitate work during evenings or weekends. No additional payment will be made to the Contractor because of these conditions.

7.04 *Services, Materials, and Equipment*

SC-7.04. Add the following new paragraph to the end of Paragraph 7.04.C:

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

7.07 *Services, Materials, and Equipment*

SC-7.07. Add the following language at the end of Paragraph 7.07.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

7.09 *Permits*

SC-7.09. Add the following new paragraph to the end of Paragraph 7.09.A:

7.09.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.
3. The CONTRACTOR shall conduct all work in accordance with in accordance with Washoe County Street Cut Permits as issued for the project.
4. The CONTRACTOR shall conduct all work in accordance with NDOT encroachment permits issued for the project.

7.11 *Laws and Regulations*

SC-7.11. Add the following new paragraph(s) immediately after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.11.D.1. Prevailing Wage Rates:

7.11.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County. The most current schedule of prevailing wage rates as of contract award date, as determined by the Labor Commission of the State of Nevada, is included herein and shall be posted onsite.

7.11.D.2. Fair Employment Practices:

7.11.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.10.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.10.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

7.10.D.3. Preferential Employment:

7.10.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.10.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

7.10.D.4, Apprentice Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects.

7.10.E. The Contractor shall submit payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their subcontractors. Training to utilize the system is available on the LCPtracker website.

7.13 *Safety and Protection*

SC-7.13. Add the following new paragraph immediately after 7.13.G:

7.13.G.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:
 - a. All employees and all other persons who may be affected by the operations of this Agreement.
 - b. All materials and equipment whether in storage on or off the construction site.
 - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.

3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
 - a. Review and be familiar with the Owner's online written Confined Space program.
 - b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.
 - c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the Work.
 - d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
 - e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.
 - f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.
 - g. Place signs stating, "Danger, Follow Confined Space Entry Procedures Before Entering" at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

7.18 *Indemnification*

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.B:

7.18.C. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor's property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

Article 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

Article 9—OWNER'S RESPONSIBILITIES

9.12 *Owner's Site Representative*

SC-9.12 Add the following new paragraphs immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner as Resident Project Representative*

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer's Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.B. In addition to the Resident Project Representative which may furnished by Engineer, Owner may furnish an Owner's Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner's Site representative will be as specified for Engineer's Resident Project Representative.

Article 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.05 Determinations for Unit Price Work

SC-10.05. Delete Paragraph 10.05 in its entirety and replace it with the following paragraph:

10.05. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

10.07 Limitations on Engineer's Authority and Responsibilities

SC-10.07. Add the following new paragraph immediately after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

Article 11—CHANGES TO THE CONTRACT

11.07 *Change of Contract Price*

SC-11.07. Add the following new paragraph immediately after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

Article 12—CLAIMS

No suggested Supplementary Conditions in this Article.

Article 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

Article 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02.A Delete Paragraph 14.02.A in its entirety and replace it with the following paragraph:

14.02.A The Contractor shall give Owner 24-hour notice when Contractor has material ready for testing. If Contractor fails to give Owner proper notice, Owner will not be responsible for any delay due to test scheduling. The Owner shall provide testing, including compaction testing, at intervals or occasions deemed necessary by the Engineer, at not charge to the Contractor. If any tests fail, the Contractor shall remove and replace the failing work in accordance with the Contract Documents. Costs of retesting shall be paid for by the Contractor. Any outstanding charges for the retesting shall be deducted from the Contractor's final payment, including appropriate interest that may have accrued. Specified factor or shop testing and inspections shall be provided by the Contractor, with required documentation of tests and inspections submitted promptly to the Engineer.

Article 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No suggested Supplementary Conditions in this Article.

Article 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

Article 17—FINAL RESOLUTION OF DISPUTES

17.02 *Arbitration*

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

Article 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

END OF SUPPLEMENTARY CONDITIONS

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

MICHAEL J. BROWN
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

2020 PREVAILING WAGE RATES WASHOE COUNTY

DATE OF DETERMINATION: October 1, 2019

APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020*

Pursuant to Nevada Administrative Code (NAC) section 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project." However, if a project exceeds 36 months new wage rates may be required (Assembly Bill 190 – 2019 Legislative Session.)

As Amendments/Revisions are made to the wage rates, these will be posted on the website for each respective Region. Please review regularly for any Amendments/Changes that are posted or contact our offices directly for further assistance. *Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NAC section 338.010 and Assembly Bill 190 and Senate Bill 243 passed during 2019 Legislative Session.)

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH.
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN
ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)

MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATING ENG. STEEL
FABRICATOR/ERECTOR
OPERATING ENGINEER-PILEDRIIVER
PAINTER
PILEDRIIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SOIL TESTER (CERTIFIED)
SOILS AND MATERIALS TESTER
SPRINKLER FITTER
SURVEYOR (NON-LICENSED)
TAPER
TILE /TERRAZZO WORKER/MARBLE MASON
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER

Nevada Revised Statutes (NRS) 338.010(21) "Wages" means:

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman.

"Bona fide fringe benefit" means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS 338.030.

Please see Assembly Bill 190 for further details on "Bona fide fringe benefits" and reporting requirements and exceptions.

Job Descriptions for Recognized Classes of Workmen

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid based on the type of work that the workman actually performs on the public work and in accordance with the recognized class of the workman."
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner, in writing, for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
 - Amendments to the prevailing wage determinations;
 - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

Zone Rates

The zone rate has been added to each applicable craft.

Premium Pay

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

CRAFT	RATE	Union or Non-union Rate
AIR BALANCE TECHNICIAN		Union
Air Balance Technician-Journeyman		63.18
Air Balance Technician-Foreman		65.51
Air Balance Technician-General Foreman		69.84
<p>See AIR BALANCE TECHNICIAN JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:</p> <p>Zone 1- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base) Zone 2- 75 to 100 miles \$5.00 Zone 3- over 100 miles \$10.00 the employee shall be provided reasonable lodging and meal expenses.</p> <p>ADD PREMIUM PAY All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:</p> <ol style="list-style-type: none"> For all hours worked over Eight (8) Hours in one day or shift. For the first Eight (8) Hours work on Saturday. <p>All hourly rates are subject to Double Time of the Regular Rate:</p> <ol style="list-style-type: none"> For all hours worked over Ten (10) Hours in one day or shift. For all hours worked over Eight (8) Hours on Saturday. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. 		
ALARM INSTALLER		Non-Union
Alarm Installer		31.82
<p>ALARM INSTALLER Includes but is not limited to:</p> <ol style="list-style-type: none"> Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system; Installing of wiring and signaling units; Repairing electrical protective signaling systems Starting up, programming and documenting systems; 		
BOILERMAKER		Non-Union
Boilermaker		65.94
<p>BOILERMAKER Includes but is not limited to:</p> <ol style="list-style-type: none"> Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house 		

auxiliaries; 2. Aligning structures or plate sections to assemble boiler frame tanks or vats; 3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces; 4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.									
BRICKLAYER	Non-Union								
Bricklayer-Journeyman	38.23								
Bricklayer-Foreman	38.23								
Bricklayer-General Foreman	38.23								
BRICKLAYER , includes but is not limited to: <ol style="list-style-type: none"> 1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, glass, gypsum and terra cotta, but not including stone, to construct or repair walls, partitions, arches, sewers, and other structures; 2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipment, including, without limitation, cupola, kilns, ovens and furnaces; and 3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes, torches or cement. 4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in masonry on brick, stone or cement structures, including grinding and cutting out on such work and sand blasting, steam cleaning and gunite work. 5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, brick or concrete, including grinding and cutting out, sand blasting and gunite work on the same. 									
CARPENTER	Union								
Carpenter-Journeyman	49.36								
Carpenter-Foreman	52.56								
See CARPENTER JOB DESCRIPTION ADD ZONE RATE (Building and Heavy Highway and Dam Construction) In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Zone 1-0 to 75 miles</td> <td style="width: 70%;">\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table> ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
CEMENT MASON	Union								
Cement Mason-Journeyman	43.12								

Cement Mason-Foreman	46.26
See CEMENT MASON JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:</p> <p>Zone 1-0-90 miles \$0.00 Zone 2-91 miles and over \$6.00</p>	
<p>ADD PREMIUM PAY <u>OVERTIME</u> – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.</p>	
ELECTRICIAN-COMMUNICATION TECHNICIAN	Union
Communication Installer	37.50
Communication Technician	41.41
Senior Technician	44.45
See ELECTRICIAN-COMMUNICATION TECH JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <p>Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$5.00 Zone 3 -91 miles and over \$7.00</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For the first eight (8) hours worked on Saturday 	
<p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (10) hours in one day or shift. 2. For any hours worked on Sunday 3. For any hours worked on Holidays 	
<p>Shift Rates</p> <ol style="list-style-type: none"> 1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am. 2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am. 3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid. 	

****Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)**

ELECTRICIAN-LINE	Union
Electrician-Groundman	42.28
Electrician-Lineman	64.02
Electrician-Foreman	70.19
Electrician-General Foreman	76.56
Heavy Equipment Operator	52.19

See ELECTRICIAN LINEMAN JOB DESCRIPTION

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ELECTRICIAN-NEON SIGN	Union
Electrician-Neon Sign	53.90

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction;
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair;

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

SHIFT DIFFERENTIAL

Second Shift (Swing) will be an additional \$0.75 cents per hour.

Third Shift (Graveyard) will be an additional \$1.00 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.25 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$3.25 per hour in addition to their normal rate for a minimum of 4 hours.

FOREMAN

1. First employee on the job must have a CDL and Welder certification and shall be paid \$1.00 per hour in addition to their normal rate of pay.
2. When supervising (5) or more workers shall be paid an additional \$1.25 per hour.

ELECTRICIAN-WIREMAN	Union
Wireman	59.89
Cable Splicer	64.06

Wireman-Foreman	64.06
Wireman-General Foreman	68.23
See ELECTRICIAN-WIREMAN JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Electrician rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <p>Zone 1-0-70 miles \$0.00 Zone 2-71-90 miles \$8.00 Zone 3 -91 miles and over \$10.00</p>	
<p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <p>3. For all hours worked over eight (8) hours in one day or shift. 4. For the first eight (8) hours worked on Saturday</p> <p>Double the regular straight time hourly rate shall be paid for all time:</p> <p>4. For all hours worked over eight (10) hours in one day or shift. 5. For any hours worked on Sunday 6. For any hours worked on Holidays 7.</p> <p>Shift Rates</p> <p>1. Swing shift to be paid at seventeen point three (17.3) percent the regular straight time rate for hours between 4:30pm and 1:00am. 2. Graveyard shift to be paid at thirty one point four (33.4) percent the regular straight time rate for hours between 12:30am and 9:00am. 3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.</p> <p>**Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)</p>	
ELEVATOR CONSTRUCTOR	Union
Elevator Constructor-Journeyman Mechanic	106.67
Elevator Constructor-Mechanic in Charge	115.80
<p>ELEVATOR CONSTRUCTOR, includes but is not limited to:</p> <p>1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger elevators, escalators and dumbwaiters; 2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder; 3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using hand tools;</p> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>	

FENCE ERECTOR	Non-Union								
Fence Erector	43.33								
FENCE ERECTOR Includes but is not limited to: <ol style="list-style-type: none"> 1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing; 2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post; 3. Digging post holes with a spade, post hole digger or power driven auger; 4. Aligning posts through the use of lines or by sighting; 5. Verifying vertical alignment of posts with a plumb bob or spirit level; 									
FLAGPERSON	Union								
Flagperson	37.21								
FLAG PERSON , includes but is not limited to: <ol style="list-style-type: none"> 1. Directing movement of vehicular traffic through construction projects; 2. Distributing traffic control signs and markers along site in designated pattern; 3. Informing drivers of detour routes through construction sites; ADD LABORER ZONE RATE (Highway and Dam Construction only) In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse: <table style="margin-left: 20px;"> <tr> <td>Zone 1-0 to 75 miles</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Zone 2-75 to 150 miles</td> <td style="text-align: right;">\$4.00</td> </tr> <tr> <td>Zone 3-150 to 300 miles</td> <td style="text-align: right;">\$5.00</td> </tr> <tr> <td>Zone 4-300 miles and over</td> <td style="text-align: right;">\$6.00</td> </tr> </table> ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid: <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For any hours worked on Saturday from midnight to midnight. Double the regular straight time hourly rate shall be paid for all time: <ol style="list-style-type: none"> 1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Sunday from midnight to midnight. 3. For any hours worked on holidays from midnight to midnight. 		Zone 1-0 to 75 miles	\$0.00	Zone 2-75 to 150 miles	\$4.00	Zone 3-150 to 300 miles	\$5.00	Zone 4-300 miles and over	\$6.00
Zone 1-0 to 75 miles	\$0.00								
Zone 2-75 to 150 miles	\$4.00								
Zone 3-150 to 300 miles	\$5.00								
Zone 4-300 miles and over	\$6.00								
FLOOR COVERER	Union								
Floor Coverer-Journeyman	44.69								
Floor Coverer-Foreman	47.72								
See FLOOR COVERER JOB DESCRIPTION ADD PREMIUM PAY Shift work <ol style="list-style-type: none"> 1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00pm and 6:00am. The Union must be notified in advance before utilizing shift work on a particular job. 									

One and one half (1 ½) time -shall be calculated using one (1) hour of the taxable net wage and one half (1/2) the base wage (Article 23, section 5), to be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight

Double time -shall be calculated using one (1) hour of the taxable net wage and one (1) of the base wage (Article 23, section 5), to be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

GLAZIER

Non-Union

Glazier Journeyman

23.20

GLAZIER

Includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, including, without limitation, in windows, doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ceilings;
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels, including stained glass windows by using hand tools;
4. Loading and arranging of glass on trucks at the site of the public work;

HIGHWAY STRIPER

Union

Highway Striper

42.83

See HIGHWAY STRIPER JOB DESCRIPTION

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

3. For all hours worked over eight (8) hours in one day or shift.
4. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

4. For all hours worked over twelve (12) hours in one day or shift.
5. For any hours worked on Sunday from midnight to midnight.
6. For any hours worked on holidays from midnight to midnight.

HOD CARRIER-BRICK MASON TENDER

Union

Brick Mason-Journeyman	39.33
Brick Mason-Foreman	39.73
See HOD CARRIER-BRICK MASON TENDER JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse: Zone 1-35 to 75 miles \$1.25 Zone 2-76 miles and over \$7.50</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For any hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Sunday from midnight to midnight. 3. For any hours worked on holidays from midnight to midnight. 	
HOD CARRIER-PLASTERER TENDER	Union
Plasterer Tender-Journeyman	40.92
Plasterer Tender-Gun Tender	41.92
Plasterer Tender-Foreman	42.28
See HOD CARRIER-PLASTERER JOB DESCRIPTION	
<p>ADD ZONE RATE In addition to Hod Carrier Plasterer rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada: Zone 1-70 miles \$0.00 Zone 70 miles and over \$8.00</p>	
<p>ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:</p> <ol style="list-style-type: none"> 1. For all hours worked over eight (8) hours in one day or shift. 2. For any hours worked on Saturday from midnight to midnight. <p>Double the regular straight time hourly rate shall be paid for all time:</p> <ol style="list-style-type: none"> 1. For all hours worked over twelve (12) hours in one day or shift. 2. For any hours worked on Sunday from midnight to midnight. 3. For any hours worked on holidays from midnight to midnight. 	
IRON WORKER	Union
Ironworker-Journeyman	73.30
Ironworker-Foreman	76.81

See IRON WORKER JOB DESCRIPTION

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

LABORER	Union
SEE GROUP CLASSIFICATIONS	
Landscaper	34.92
Furniture Mover	36.42
Group 1	40.08
Group 1A	37.21
Group 2	40.18
Group 3	40.33
Group 4	40.58
Group 4A	43.08
Group 5	40.88
Group 6	
Nozzlemen, Rodmen	39.88
Gunmen, Materialmen	40.58
Reboundmen	40.23
Gunite Foremen	41.28

See LABORER JOB DESCRIPTION

ADD ZONE RATE

LABORER (Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

LABORER (Building Construction)

In addition to LABORER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**LUBRICATION AND SERVICE ENGINEER
(MOBILE AND GREASE RACK)**

Union

Lubrication and Service Engineer (mobile and grease rack)

60.56

ADD ZONE RATE

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

MECHANICAL INSULATOR

Union

Mechanical Insulator-Mechanic

66.59

Mechanical Insulator-Foreman

69.59

Mechanical Insulator-General Foreman	71.59						
<p>MECHANICAL INSULATOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials; 2. Installing blown-on insulation on pipe and machinery; 3. Lining of mechanical room surfaces and air handling shafts; 4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems; 5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems; 6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes; 7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its equivalent; 8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control; <p>ADD ZONE RATE In addition to MECHANICAL INSULATOR rates add the applicable amounts per hour, calculated based on a radius figured from Reno City Hall:</p> <table style="margin-left: 20px;"> <tr> <td>Zone 1-0-20 miles-</td> <td>\$1.25</td> </tr> <tr> <td>Zone 2-21-40 miles-</td> <td>\$2.50</td> </tr> <tr> <td>Over 40 miles-</td> <td>\$10.63</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1-0-20 miles-	\$1.25	Zone 2-21-40 miles-	\$2.50	Over 40 miles-	\$10.63
Zone 1-0-20 miles-	\$1.25						
Zone 2-21-40 miles-	\$2.50						
Over 40 miles-	\$10.63						
MILLWRIGHT	Union						
Millwright	64.11						
<p>See MILLWRIGHT JOB DESCRIPTION</p> <p>ADD ZONE RATE In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from either the Carson City Courthouse or the Washoe County Courthouse:</p> <table style="margin-left: 20px;"> <tr> <td>Zone 1-1 to 15 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-15 to 35 miles</td> <td>\$2.50</td> </tr> <tr> <td>Zone 3-over 35 miles</td> <td>\$4.25</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1-1 to 15 miles	\$0.00	Zone 2-15 to 35 miles	\$2.50	Zone 3-over 35 miles	\$4.25
Zone 1-1 to 15 miles	\$0.00						
Zone 2-15 to 35 miles	\$2.50						
Zone 3-over 35 miles	\$4.25						
OPERATING ENGINEER	Union						
<u>SEE GROUP CLASSIFICATIONS</u>							
Group 1	55.54						
Group 1A	58.30						

Group 2	58.83
Group 3	59.10
Group 4	59.84
Group 5	60.14
Group 6	60.31
Group 7	60.56
Group 8	61.15
Group 9	61.47
Group 10	61.82
Group 10A	62.01
Group 11	62.25
Group 11A	63.89
Group 11B	64.70
Foreman	63.89
Add 12.5% to base rate for "Special" shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR	Union
SEE GROUP CLASSIFICATIONS	
Group 1	70.84
Group 1 Truck Crane Oiler	64.67
Group 1 Oiler	62.71
Group 2	69.33
Group 2 Truck Crane Oiler	64.42
Group 2 Oiler	62.50
Group 3	68.09
Group 3 Truck Crane Oiler	64.20
Group 3 Oiler	62.28
Group 3 Hydraulic	63.87
Group 4	66.36
Group 5	65.26
Add 12.5% to base rate for "Special" Shift	

OPERATING ENGINEER, included but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER-STEEL FABRICATOR & ERECTOR** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-3001 miles and over	\$6.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a

shift begins and after it ends:

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked

OPERATING ENGINEER -PILED RIVER	Union
<u>GROUP CLASSIFICATIONS</u>	
Group 1	70.26
Group 1 Truck Crane Oiler	64.80
Group 1 Oiler	62.88
Group 2	68.72
Group 2 Truck Crane Oiler	64.59
Group 2 Oiler	62.68
Group 3	67.27
Group 3 Truck Crane Oiler	64.37
Group 3 Oiler	62.45
Group 4	65.76
Group 5	64.65
Group 6	63.54
Group 7	62.58
Group 8	61.62
Add 12.5% to base for "Special" Shift	

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

ADD ZONE RATE

In addition to: **OPERATING ENGINEER PILED RIVER** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such work day, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

PAINTER	Union
Brush/Roller Painter	41.64
Spray Painter/Paperhanger	43.06
Sandblaster	43.11
Structural Steel & Steeplejack	43.11
Swing Stage	43.64
Special Coating Application-Brush	43.69
Special Coating Application-Spray	43.69
Special Coating Application-Spray Steel	43.69
Foreman	\$1.00 above highest Journeyman

See PAINTER JOB DESCRIPTION

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight

2. For any hours worked on holidays from midnight to midnight									
PILEDRIVER	Union								
Piledriver-Journeyman	49.86								
Piledriver-Foreman	53.11								
<p>PILEDRIVER, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling as foundations for structures including, without limitation, buildings, bridges and piers; 2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fastening, automatic pile threading, pulling and/or cutting off of piling; 3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shapes that are an integral part of docks, piers, wharves, bulkheads, jetties, and similar structures; <p>ADD ZONE RATE In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:</p> <table> <tr> <td>Zone 1-0 to 75 miles</td> <td>\$0.00 (Road miles from the Washoe County Courthouse)</td> </tr> <tr> <td>Zone 2-75-150 miles</td> <td>\$4.00</td> </tr> <tr> <td>Zone 3-150-300 miles</td> <td>\$5.00</td> </tr> <tr> <td>Zone 4 over 300 miles</td> <td>\$6.00</td> </tr> </table> <p>ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.</p>		Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)	Zone 2-75-150 miles	\$4.00	Zone 3-150-300 miles	\$5.00	Zone 4 over 300 miles	\$6.00
Zone 1-0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)								
Zone 2-75-150 miles	\$4.00								
Zone 3-150-300 miles	\$5.00								
Zone 4 over 300 miles	\$6.00								
PLASTERER	Union								
Plasterer - Journeyman	44.77								
Plasterer - Foreman	47.78								
See PLASTERER JOB DESCRIPTION									
<p>ADD ZONE RATES In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:</p> <table> <tr> <td>Zone 1-0-70 miles</td> <td>\$0.00</td> </tr> <tr> <td>Zone 2-70 miles and over</td> <td>\$8.00</td> </tr> </table> <p>ADD PREMIUM PAY OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.</p> <p>NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour. FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.</p>		Zone 1-0-70 miles	\$0.00	Zone 2-70 miles and over	\$8.00				
Zone 1-0-70 miles	\$0.00								
Zone 2-70 miles and over	\$8.00								
PLUMBER/PIPEFITTER	Union								
Plumber/Pipefitter-Journeyman	55.80								
Plumber/Pipefitter-Foreman	59.53								
Plumber/Pipefitter-General Foreman	63.16								

See PLUMBER/PIPEFITTER JOB DESCRIPTION

ADD ZONE RATE

In addition to: PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1-0 to 75 miles \$0.00
 Zone 2- over 75 miles \$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1-0 to 75 miles \$0.00
 Zone 2- over 75 miles \$8.00

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

REFRIGERATION	Union
Refrigeration	53.34

See REFRIGERATION JOB DESCRIPTION

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

ROOFER (Does not include sheet metal roofs)	Non-Union
Rofer	31.98

ROOFER

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER	Union
Sheet Metal Worker-Journeyman	63.18
Sheet Metal Worker-Foreman	65.51
Sheet Metal Worker-General Foreman	69.84

See SHEET METAL WORKER JOB DESCRIPTION

ADD ZONE RATE

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1- 1 to 75 miles \$0.00 (including the City of Fallon and the Fallon Naval Air Base)

Zone 2- 75 to 100 miles \$5.00

Zone 3- over 100 miles \$10.00 the employee shall be provided reasonable lodging and meal expenses.

ADD PREMIUM PAY

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

SOIL TESTER (CERTIFIED)	Non-Union
Soil Tester (Certified)	40.38
SOILS AND MATERIALS TESTER	Union
Soils and Materials Tester	40.38
SPRINKLER FITTER	Non-Union
Sprinkler Fitter -Journeyman	25.50
<p>SPRINKLER FITTER Includes but is not limited to: Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire control systems, including the installation of piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants, and hydrant mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems.</p>	
SURVEYOR	Non-Union
Surveyor	36.54
<p>SURVEYOR, includes but is not limited to:</p> <ol style="list-style-type: none"> 1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements; 2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, 	

land evaluation, construction and other purposes;	
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;	
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.	
TAPER	Union
Taper	46.99
See TAPER JOB DESCRIPTION	
ADD PREMIUM PAY One and one half (1 ½) the regular straight time hourly rate shall be paid:	
1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.	
3. For any hours worked on Saturday from midnight to midnight	
Double the regular straight time hourly rate shall be paid for all time:	
1. For any hours worked on Sunday from midnight to midnight	
2. For any hours worked on holidays from midnight to midnight	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER	Union
Tile, Terrazzo and Marble Finisher –Journeyman	29.32
Tile, Terrazzo and Marble Finisher –Foreman	30.57
Tile, Terrazzo and Marble Finisher –General Foreman	32.32
See TILE SETTER/TERRAZZO WORKER/MARBLE MASON-FINISHER JOB DESCRIPTION	
ADD PREMIUM PAY Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.	
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	Union
Tile Setter-Journeyman	39.12
Tile Setter-Foreman	40.37
Tile Setter-General Foreman	42.12
Terrazzo/Marble Mason-Journeyman	40.62
Terrazzo/Marble Mason-Foreman	41.87
Terrazzo/Marble Mason-General Foreman	43.62
See TILE/TERRAZZO WORKER/MARBLE MASON JOB DESCRIPTION	
ADD ZONE RATE In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County	

Courthouse in Reno, Nevada:

Zone 1-0-50 Miles	\$0.00
Zone 2-50-75 Miles	\$3.75
Zone 3-Over 75 Miles	\$8.13

ADD PREMIUM PAY

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

TRAFFIC BARRIER ERECTOR

Union

Traffic Barrier Erector

40.08

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works construction project.

ADD LABORER ZONE RATE

(Highway and Dam Construction only)

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1-0 to 75 miles	\$0.00
Zone 2-75 to 150 miles	\$4.00
Zone 3-150 to 300 miles	\$5.00
Zone 4-300 miles and over	\$6.00

ADD PREMIUM PAY

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

TRUCK DRIVER

Non-Union

Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcetes and Bulk Cement Spreader)

Under 4 yds. (water level)	26.12
4 yds. & under 8 yds. (water level)	26.12
8 yds. & under 18 yds. (water level)	26.12
18 yds. & under 25 yds. (water level)	26.12
25 yds. & under 60 yds. (water level)	26.12
60 yds. & under 75 yds. (water level)	26.12
75 yds. & under 100 yds. (water level)	26.12
100 yds. & under 150 yds.(water level)	26.12

150 yds. & under 250 yds. (water level)	26.12
250 yds. & under 350 yds. (water level)	26.12
350 yds. & over (water level)	26.12
Transit Mix	
Under 8 yds.	26.12
8 yds. & including 12 yds.	26.12
Over 12 yds.	26.12
Transit Mix (Using Boom)	
Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used	26.12
Water & Jetting Trucks	
Up to 2,500 gallons	26.12
2,500 gallons & over	26.12
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	26.12
Heavy Duty Transport (High Bed)	26.12
Heavy Duty Transport(Gooseneck low bed)	26.12
Tiltbed or Flatbed Pull Trailers	26.12
Bootman, Comb. Bootman & Road Oiler	26.12
Flat Rack (2 or 3 axle unit)	26.12
Bus & Manhaul Drivers	
Up to 18,000 lbs. (single unit)	26.12
18,000 lbs. & over (single unit)	26.12
Helicopter Pilot (transporting men/materials)	26.12
Lift Jitneys	26.12
Winch Truck & "A" Frame Drivers	
Up to 18,000 lbs.	26.12
18,000 lbs. and over	26.12
Warehousemen Spotter	26.12
Warehouse Clerk	26.12
Tire Repairmen	26.12
Truck Repairmen	26.12
Pick Up Truck & Pilot Cars (Jobsite)	26.12
Pick Up Truck & Pilot Cars (Over the road)	26.12
Truck Oil Greaser	26.12
Fuel Truck Driver	26.12
Fuel Man & Fuel Island Man	26.12
Oil Tanker	26.12
Oil Tanker with Pup	26.12

Foreman	26.12
TRUCK DRIVER Includes but is not limited to: Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)	
WELL DRILLER	Non Union
Well Driller	29.47
WELL DRILLER , includes but is not limited to: <ol style="list-style-type: none"> 1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells; 2. Extending stabilizing jackscrews to support and level a drilling rig; 3. Installing water well pumps; 4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information. 	

GROUP CLASSIFICATIONS

LABORER, includes but is not limited to:

Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guide Posts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Control Supervisor

Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)

Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettleman, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry
- Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen
- Vibra-screed
- Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electrical fixtures)

Group 4

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers

Group 4A

- Foreman

Group 5

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

Group 6

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

OPERATING ENGINEER, includes but is not limited to:

Group 1

- Engineer Assistant

Group 1A

- Heavy Duty Repairman Helper
- Oiler
- Parts man

Group 2

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

Group 3

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rotomist Operator
- Oiler (truck crane)

Group 4

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

Group 5

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

Group 6

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

Group 7

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/Or Driver
- Pumps (over 2)

- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

Group 8

- Asphalt Plant Engineer
- Asphalt Milling Machine
- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Trench Shield
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter

Group 9

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)

- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

Group 10

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

Group 10A

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

Group 11

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)

- Euclid Loader when controlled from the Pullcat
- Grader, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)
- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

Group 11A

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

Group 11B

- Holland Loader or similar or Loader (over 18 cu. yds.)

OPERATING ENGINEERS - Steel Fabricator & Erector

Group 1

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

Group 2

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

Group 3

- Cranes, 45 tons and under
- Self Propelled Boom Type Lifting Device, 45 tons and under

Group 4

- Chicago Boom
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

- Boom Cat
-

OPERATING ENGINEER -PILEDRIVER

Group 1

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

Group 2

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

Group 3

- Derrick Barge Pedestal mounted under 45 tons
- Self Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

Group 4

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

Group 5

No current classification

Group 6

- Deck Engineer

Group 7

No current classification

Group 8

- Deckhand
 - Fireman
-

2019-2020 PREVAILING WAGE RATE AMENDMENT 2

- Classification – Plasterer
- County – Washoe Region and Northern Rural Counties Region
- Effective – October 11, 2019

The following represents the amended wage rates.

PLASTERER	Union
Plasterer - Journeyman	44.82
Plasterer - Foreman	47.84

See PLASTERER JOB DESCRIPTION
 ADD ZONE RATES

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1-0-70 miles	\$0.00
Zone 2-70 miles and over	\$8.00

ADD PREMIUM PAY

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

NOZZLE MAN – Nozzle man shall receive an additional \$1.50 per hour.

FIRST ROD MAN – First Rod Man shall receive an additional \$1.50 per hour.

2019-2020 PREVAILING WAGE RATE AMENDMENT 5

- Classification – Iron Worker
- County – Clark Region, Southern Rural Counties Region, Northern Rural Region, Washoe County
- Effective – December 20, 2019

The following represents the amended wage rates.

IRON WORKER	Union
Ironworker-Journeyman	73.65
Ironworker-Foreman	77.65
Ironworker-General Foreman	82.05

ADD ZONE RATE

In addition to Iron

Worker rates add the applicable amounts per day, calculated based on a road miles from either the Reno or Las Vegas City Hall.

60 miles to 75 miles	\$3.13
75 miles to 100 miles	\$6.25

100 miles and over \$7.50

Travel Reimbursement First Day In/Last Day Out

60 miles to 75 miles \$25.00

75 miles to 100 miles \$50.00

100 miles and over \$60.00

Each additional 50 miles \$25.00 ADD PREMIUM PAY

ADD PREMIUM PAY

One and one half (1X) the regular straight time hourly rate shall be paid:

For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday

For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

For all hours worked over ten (10) hours in one day or shift.

For any hours worked on Sunday.

For all hours worked over eight (8) on Saturday

For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village NV 89451
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Prices:

SCHEDULE A – MARTIS PEAK ROAD					
Item #	Description	Unit	Est. Qty.	Unit Price	Total Price
1	Mobilization	LS	1	\$45,000.00	\$45,000.00
2	Temporary Erosion Control	LS	1	\$7,000.00	\$7,000.00
3	Permanent Driveway Pavement Repair	SF	1,050	\$15.00	\$15,750.00
4	Temporary Roadway Pavement Repair	SF	650	\$15.00	\$9,750.00
5	Driveway Culvert	EA	4	\$1,500.00	\$6,000.00
6	Fire Hydrant Assembly	EA	3	\$9,500.00	\$28,500.00
7	Meter Pit	EA	0	\$3,500.00	\$ —
8	Air Release Valve	EA	1	\$6,000.00	\$6,000.00
9	2" Service Line	EA	13	\$2,500.00	\$32,500.00
10	Service Line Trench	LF	170	\$17.00	\$2,890.00
11	Connect to Existing Watermain	EA	3	\$6,500.00	\$19,500.00
12	8" Watermain in Trench	LF	1,125	\$120.00	\$135,000.00
13	8" Gate Valve	EA	6	\$1,600.00	\$9,600.00
14	Remove Fire Hydrant Assembly	EA	1	\$500.00	\$500.00
TOTAL BID, SCHEDULE A, IN NUMBERS:					\$317,990.00
TOTAL BID, SCHEDULE A, IN WORDS:					Three hundred seventeen thousand nine hundred ninety dollars and zero cents.

SCHEDULE B – RIFLE PEAK COURT					
Item #	Description	Unit	Est. Qty.	Unit Price	Total Price
1	Mobilization	LS	1	\$9,500.00	\$9,500.00
2	Temporary Erosion Control	LS	1	\$1,000.00	\$1,000.00
3	Permanent Driveway Pavement Repair	SF	200	\$15.00	\$3,000.00
4	Temporary Roadway Pavement Repair	SF	300	\$13.00	\$3,900.00
5	Driveway Culvert	EA	2	\$1,500.00	\$3,000.00
6	Fire Hydrant Assembly	EA	1	\$9,500.00	\$9,500.00
7	Meter Pit	EA	0	\$3,500.00	\$
8	2" Service Line	EA	3	\$2,500.00	\$7,500.00
9	Service Line Trench	LF	60	\$17.00	\$1,020.00
10	8" Watermain in Trench	LF	260	\$120.00	\$31,200.00
11	Remove Fire Hydrant Assembly	EA	1	\$500.00	\$500.00
TOTAL BID, SCHEDULE B, IN NUMBERS:					\$70,120.00
TOTAL BID, SCHEDULE B, IN WORDS:					Seventy thousand one hundred twenty dollars and zero cents.

SCHEDULE C – STATE ROUTE 28 UNDERCROSSING					
Item #	Description	Unit	Est. Qty.	Unit Price	Total Price
1	Mobilization	LS	1	\$4,500.00	\$4,500.00
2	Temporary Erosion Control	LS	1	\$2,000.00	\$2,000.00
3	10" Fusible PVC DR-14 Waterman Installed in Existing 14" Pipe	LS	1	\$22,000.00	\$22,000.00
4	North Tie-In <u>and Meter Vault</u>	LS	1	\$25,000.00	\$25,000.00
5	South Tie-In	LS	1	\$15,000.00	\$15,000.00
TOTAL BID, SCHEDULE C, IN NUMBERS:					\$68,500
TOTAL BID, SCHEDULE C, IN WORDS:		Sixty eight thousand five hundred dollars and zero cents			

Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.

TOTAL BID, ALL SCHEDULES, IN NUMBERS:	\$456,610.00
TOTAL BID, ALL SCHEDULES, IN WORDS:	four hundred fifty six thousand six hundred ten dollars and zero cents.

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5-12-2020
2	5-16-2020

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

RAPID Construction Inc
(typed or printed name of organization)

By: 
(individual's signature)

Name: Danny Selmi
(typed or printed)

Title: President
(typed or printed)

Date: May 21st 2020
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Kalee Alexander
(typed or printed)

Title: Office Manager
(typed or printed)

Date: May 21st 2020
(typed or printed)

Address for giving notices:

3072 Research Way #54
Carson City NV 89706

Bidder's Contact:

Name: Danny Selmi
(typed or printed)

Title: President
(typed or printed)

Phone: (775) 883-4269

Email: rapidconst@aol.com

Address: 3072 Research Way #54
Carson City NV 89706

Bidder's Contractor License No.: 0046756

ADDITIONAL INFORMATION REQUIRED AT BID
Reference Instructions to Bidders Section 2

List five (5) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost
See attached			

Work Experience: List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Super's Name	Title	Years' Experience	
See attached			
	Name & Location of Project	Project Cost	Date Completed
	Name & Location of Project	Project Cost	Date Completed
	Name & Location of Project	Project Cost	Date Completed
	Name & Location of Project	Project Cost	Date Completed

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount

List below all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
RAPID CONSTRUCTION INC 3072 RESEARCH WAY #54 CARSON CITY NV 89706 (775)853-4269	0046256 \$6,500,000
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: EXCAVATION, PAVING, UTILITY WORK	100%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)

List below submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self- perform in the list, as required by NRS 338.141. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
RAPID CONSTRUCTION INC 3072 RESEARCH WAY #54 CARSON CITY NV 89706 (775)883-4269	0046256 \$6,500,000
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: EXCAVATION, PAVING, UTILITY WORK	100%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Water Main Replacement for N. Virginia Street at Lawlor Center

Contact- Steve Volk

Truckee Meadows Water Authority

1355 Capital Blvd

Reno, NV 89502

Contract Amount \$93,390.00

Wedekind Road Water Main

Contact- Sam Landis

Ridgeline Construction LLC

3170 Research Way #84

Carson City, NV 89706

Contract Amount \$97,790.00

Effluent Storage Pond Embankment Repair and Baffle Curtains Project

Contact- Rick Robillard

Douglas County Public Works

1120 Airport Rd Bldg F-2

Minden, NV 89423

Contract Amount - \$474,918.00

Date Completed- 12/30/2019

Water System Improvements, Mason Valley WMA and Fish Hatchery

Contact- Brian Wacker

State of Nevada Public Works Division

515 East Musser Street Suite 102

Carson City, NV 89701

Contract Amount \$424,708.30

Date Completed- 11/30/2019

Sewer Station D-4 Easement BMP and Stabilization Improvements

Contact- David T. Berry

North Tahoe Public Utility District

875 National Avenue,

Tahoe Vista, CA 96148

Contract Amount - \$103,348.58

Date Completed- 11/5/2019

Glenbrook Waterline Project

Contact- Tim Russell

Glenbrook Water Cooperative

228 Old Hwy 50

Glenbrook, NV 89413

Contract Amount - \$753,133.43

Date Completed- 11/5/2019

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Lemmon Valley Estates Drainage Channel Improvements Project

Contact- Megan Sizelove
Washoe County Community Services Department
1001 E. 9th Street
Reno, Nevada 89520
Contract Amount \$426,129.20
Date Completed- 7/31/2019

Loch Levon and Steelhead Water Main Replacement

Contact- Steve Twomey
North Tahoe Public Utility District
875 National Ave
Tahoe Vista, CA 96148
Contract Amount \$2,120,305.85
Date Completed- 7/31/2019

Ralston Street – University to 9th 10- Inch Main Replacement

Contact- Steve Volk
Truckee Meadows Water Authority
1355 Capital Boulevard
Reno, Nevada 89520
Contract Amount \$173,390.94
Date Completed 6/20/2019

EID Gilmore Waterline

Contact- Patrick Wilson
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Contract amount \$3,270,023.13
Date completed 12/2/2018

Kahle Basin Water Quality Project

Contact- Meghan Kelly
North Tahoe Conservation District
400 Dorla Court
Zephyr Cove, NV 89448
Contract amount \$1,105,736.11
Date completed 11/28/2018

Lake County – CSA 7

Contact – Scott Harter
Lake County Special Districts
230 N Main Street
Lakeport CA 95453
Contract amount \$1,797,203.25
Date Completed 11/3/17

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

Northern California Power Agency – Fire Line Replacements

Contact – Dan Emerson

KW Emerson

413 West St Charles Street

San Andreas CA 95249

Contract amount \$446,299

Date Completed 7/1/16

City of Fernley – Villa Park Master Meter Installation

Contact –

City of Fernley

595 Silver Lace Blvd

Fernley NV 89408

Contract amount \$264,108.75

Date Completed 12/12/2016

County of El Dorado – CSA 5 Erosion Control Project

Contact – Daniel Kikkert

El Dorado County

924B Emerald Bay Rd

South Lake Tahoe CA 96150

Contract Amount \$525,872.40

Date Completed 10/21/2016

City of Willits – Water Line Replacement Project

Contact – Jeremy Ranco

City of Willits

380 E Commercial St

Willits CA 95490

Contract Amount \$834,999.99

Date Completed 09/30/2016

City of Susanville – Water Main Replacement

Contact – Daniel Gibbs

City of Susanville

720 South Street

Susanville CA 96130

Contract Amount \$595,595

Date Completed 06/17/2016

Southwest Gas – Hwy 50 Gas Main Relocation

Contact – Darrel Gehring

SW Administrators

2441 Fairview Dr.

Carson City NV 89701

Contract Amount \$1,002,430.32

Date Completed 10/31/2015

RAPID CONSTRUCTION INC

EXPERIENCE/REFERENCES

County of El Dorado – Sawmill 2B Bike Path & Erosion Control Project

Contact – Donaldo Palaroan

County of El Dorado

924 B Emerald Bay Road

South Lake Tahoe CA 96150

Contract Amount \$1,979,001.48

Date Completed 10/15/2015

TMWA – Zoe Ln

Contact – Scott Estes

TMWA

1355 Capital Blvd

Reno NV 89520-3013

Contract Amount \$151,677

Date Completed 03/20/2015

IVGID – Incline Ball Field Improvements Project

Contact – Brad Johnson

Incline Village General Improvement District

1220 Sweetwater Rd

Incline Village NV 89451

Contract Amount \$304,403.00

Date Completed 10/31/2014



RaPiD Construction Inc

Key Personnel

Danny Selmi Superintendent/ Foremen/ Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Registered Engineer State of NV
Client References: Carson City – Rick Coley 775-887-2355
El Dorado County Donaldo Palaroan 530-573-7920

Randy Selmi Superintendent/ Foremen / Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Traffic control supervisor, Safety Officer
Client References: City of Willits – Jeremy Ranco 707-459-7154
IVGID – Brad Johnson 775-832-1267

Perry Burch Superintendent/ Foremen / Project Manager, 1997-Present, Key Roles in all projects, Bachelor Science in Engineering, Registered Engineer State of NV
Client References: El Dorado County – Daniel Kikkert 530-573-7914
City of Susanville – Daniel Gibbs 530-257-1050

PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT

I, Danny Selmi, on behalf of RAPID CONSTRUCTION INC ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. WA-2020-125, Project Name 2020 Watermain Improvements and Fire Flow Enhancement Project ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature: [Handwritten Signature]

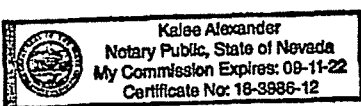
Print Name: Danny Selmi

Title: President Date: 5/26/2020

State of Nevada)
)ss.

County of Carson)

Signed and sworn to (or affirmed) before me on this 26th day of May, 2020, by Danny Selmi (name of person making statement).



[Handwritten Notary Signature]

Notary Signature

NOTARY STAMP

CORPORATE RESOLUTION

Account Number <u>2577-6438</u>	FA Code <u>8W99</u>
------------------------------------	------------------------

I, Danny Selmi being a duly constituted authorized officer of Radii Construction, a corporation organized and existing under and by virtue of the Laws of the State of ALABAMA (hereinafter called this Corporation) do hereby certify that the following is a true and complete copy of resolutions duly adopted by unanimous consent in lieu of a meeting at a meeting of the Board of Directors of this Corporation, duly signed/initialled and held on MAY 26 1st 2005, at which a quorum was present and voting; that said resolutions are still in full force and effect and have not been rescinded; and that said resolutions are not in conflict with the Charter or By-Laws of this Corporation.

Resolved: That any of the following officers, to-wit:

Danny Selmi, Randy Selmi,
Perry Busch

of this Corporation, do, and they hereby are, fully authorized and empowered to transfer, convey, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, certificates of indebtedness or other securities now or hereafter standing in the name of or owned by this Corporation, and to make, execute and deliver, under the corporate seal of this Corporation or otherwise, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

I further certify that the officers named in said resolutions hold the below listed corporate titles:

Danny Selmi President
Danny Selmi Print Name
Randy Selmi Vice-President
Randy D Selmi Print Name
Perry S. Busch Secretary
Perry S. Busch Print Name
Perry S. Busch Treasurer
Perry S. Busch Print Name

Date 3-1-05 Danny Selmi
Signature of Authorizing Officer

SEAL

(If no seal, certify that there is no seal)

Note: This certificate should be used in conjunction with either the assignment provided on each certificate of stock and registered bond, or a separate assignment. The officer certifying the resolution must not execute the assignment.

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

RAPID CONSTRUCTION INC

Licensed since February 26, 1998

License No. **0046256**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

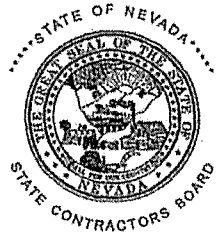
DANNY SELMI, President, QI
RANDY SELMI, Vice President, QI
PERRY BURCH, Secretary/Treasurer

A General Engineering

LIMIT: **\$6,500,000**
EXPIRES: **02/28/2021**

Margaret Cavin
Chair, Nevada State Contractors Board





NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-03-03-25-0244

RAPID CONSTRUCTION INC. (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0046256 ORIGINAL ISSUE DATE: 02/26/1998 BUSINESS TYPE: CORPORATION CLASSIFICATION: A-GENERAL ENGINEERING MONETARY LICENSE LIMIT: \$6,500,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON MARCH 1, 2020 AND EXPIRES ON FEBRUARY 28, 2021, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 2/26/2020
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER



The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 488-1100 FAX (702) 488-1190, INVESTIGATIONS (702) 488-1110

AFFIDAVIT OF CONTRACTOR SUBMITTED AS PROOF OF COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389

I, (must be a principal whose name appears on license) Danny Selmi, ("Affiant"), do hereby swear under penalty of perjury that the general contractor as defined in Nevada Revised Statutes 624.215 (a) or (b) or the specialty contractor as defined in Nevada Revised Statutes 624.215(4) and authorized to bid on a public works project by meeting the criteria defined in NRS 338, identified below is eligible to receive a preference in bidding on public work projects in accordance with the provisions of NRS 338.147 and NRS 338.1389 and NAC 624. The assertions of this affidavit are true.

The Affiant is a principal of Rapid Construction Inc, (herein the "contractor") a licensed contractor in the State of Nevada, License Number: 0040250 Issued on (date license was originally issued): 02/26/1998
Monetary License Limit: \$6,500,000 Classification Type: A License Status: Active
NV Taxpayer ID (TID): 88-0378364

The Affiant certifies as true and correct the contractor referenced above has, while licensed as a contractor in this state:

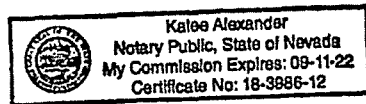
- (a) Paid directly, on his own behalf:
- 1. The sales and use taxes imposed pursuant to Chapters 372, 374 and 377 of the Nevada Revised Statutes, on materials used for construction in the State of Nevada, including without limitation, construction that is undertaken or carried out on land within the boundaries of this state, that is managed by the Federal government or is on an Indian reservation or Indian colony, of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of this affidavit;
- 2. Paid the governmental services tax imposed pursuant to Chapter 371 of the Nevada Revised Statutes, on the vehicles used in the operation of his business in the State of Nevada of not less than \$5,000 for each consecutive 12-month period for 60 months immediately preceding the submission of this affidavit; or
- 3. Paid any combination of such sales and use taxes and governmental services tax; or,
- 4. Acquired, by purchase, inheritance, gift or transfer through a stock option plan, all the assets and liabilities of a viable, operating construction firm that possesses a:
 - a) License as a general contractor pursuant to the provisions of Chapter 624 of NRS; and
 - b) Certificate of eligibility to receive a preference in bidding in public works.
- 5. Compliance with the Provisions of NRS 338.147 and NRS 338.1389.

The Affiant certifies under penalty of perjury that the contractor is eligible to receive a preference in bidding on public works, as set forth in NRS 338.147 and NRS 338.1389, and that the Affiant is authorized by the contractor to certify to the truth of the statements contained herein, and to submit this affidavit as proof of the contractor's eligibility for bidders preference.

Dated this 26th day of MAY, 2020
[Signature]
(Signature of Affiant)

Danny Selmi President
(Print Name and Title)

Subscribed and sworn to before me
This 26th day of MAY, 2020
[Signature]
Notary Public in and for said County and State



Office of the Labor Commissioner
1818 College Parkway, Suite 102
Carson City, Nevada 89706
Phone: (775) 684-1690
Fax: (775) 687-6409
E-Mail: ALIA@labor.nv.gov

Office of the Labor Commissioner
3300 W. Sahara Ave., Suite 225
Las Vegas, Nevada 89102
Phone: (702) 486-2650
Fax: (702) 486-2660
E-Mail: ALIA@labor.nv.gov

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NEUTS/REL/80/h/2019/811/5351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.ovinn.nv.gov/Apprenticeship/AboutSAC/. *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: _____ Date Request Submitted: 5/13/2020

Name of Registered Apprenticeship Program: Laborers International Union of North America
Contact Person/Title: Richard Daly - Business Manager
Address: 570 Reactor Way, Reno, NV 89502
Tel No.: (775) 858-0169 Fax No.: (775) 858-0177 Email: LIUNA169@sbcglobal.net

Craft or Trade: Labor

Requestor Information:
Contractor/Subcontractor: RaPID Construction Inc License Number: 0046256
Contact Person/Title: Domenic Seimi - Project Manager
Address: 3072 Research Way #54, Carson City, NV 89706
Tel No.: (775) 889-4289 Fax No.: (775) 883-4289 Email: rapidconstr@aol.com

Availability Request Information:

Number of Apprentice(s) Required: _____ Craft or Trade: Labor
Apprentice(s) Report Date: TBD (5 business days' notice required) Report Time: _____ am
Name of Person to Report to: TBD
Address to Report to: _____, NV _____

Project Information:

Contract Name/Number: 2020 Watermain Improvements Project Location: Incline Village, NV
Awarding Body Name: Incline Village General Improvement District
Contact Person/Title: Michael Lafrancois
Tel No.: (775) 832-1267 Fax No.: (N/A) Email: n/a

Domenic Seimi - Project Estimator _____ [Signature] _____ 5/13/20
Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

Notes: _____

Richard Daly, Bus. mgr. _____ Richard Daly _____ 5/18/2020
Print Name/Title Signature Date
Date Received: 5/18/20 Date Returned: 5/18/20

Office of the Labor Commissioner
 1818 College Parkway, Suite 102
 Carson City, Nevada 89706
 Phone: (775) 684-1890
 Fax: (775) 687-6409
 E-Mail: AUA@labor.nv.gov

Office of the Labor Commissioner
 3300 W. Sahara Ave., Suite 225
 Las Vegas, Nevada 89102
 Phone: (702) 486-2650
 Fax: (702) 486-2660
 E-Mail: AUA@labor.nv.gov

STATE OF NEVADA
 Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELEIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

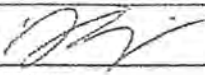
Request Submitted to: _____ Date Request Submitted: 5/13/2020

Name of Registered Apprenticeship Program: Operating Engineers Local #3 JATC
 Contact Person/Title: Brian Prather
 Address: 1290 Corporate Blvd, Reno, NV 89502
 Tel No.: (775) 575-2729 Fax No.: (775) 575-2825 Email: nrvjacbp@aol.com

Craft or Trade: Operators
 Requestor Information:
 Contractor/Subcontractor: RaPiD Construction Inc License Number: 0046256
 Contact Person/Title: Domenic Selmi - Project Estimator
 Address: 3072 Research Way Suite 54, Carson City, NV 89706
 Tel No.: (775) 883-4269 Fax No.: (775) 883-4289 Email: rapidconstr@aol.com


Availability Request Information:
 Number of Apprentice(s) Required: _____ Craft or Trade: Operators
 Apprentice(s) Report Date: TBD (5 business days' notice required) Report Time: _____ am
 Name of Person to Report to: TBD
 Address to Report to: TBD, _____, NV _____

Project Information:
 Contract Name/Number: 2020 Water Main Improvements Project Location: Incline Village, NV
 Awarding Body Name: Incline Village General Improvement District
 Contact Person/Title: Michael Lafrancois
 Tel No.: (775) 832-1267 Fax No.: (N/A) Email: n/a

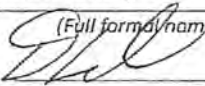
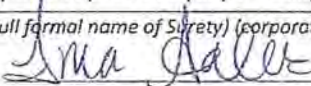
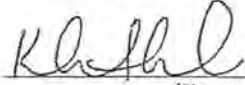
Domenic Selmi - Project Estimator _____  _____ 5/13/20
 Print Name/Title *Signature Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:
 Notes: Please give five (5) days notice prior to dispatch

Tyrel Koon / Instructor _____  _____ 5/28/2020
 Print Name/Title Signature Date
 Date Received: 5-28-2020 Date Returned: 5-28-2020

SECTION 4 - BID BOND

<p>Bidder Name: RaPiD Construction, Inc Address (principal place of business): 3072 Research Way, #54 Carson City, NV 89706</p>	<p>Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196</p>
<p>Owner Name: Incline Village GID Address (principal place of business): Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 775-832-1267</p>	<p>Bid 2020 Watermain Replacement and Fire Flow Enhancement Project IVGID Project 2299WS1704 WA-2020-125</p>
<p>Bond Bond Amount: Five Percent of Total Amount of Bid (5% of Bid) Date of Bond: May 19, 2020</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder RaPiD Construction, Inc _____ (Full formal name of Bidder)</p>	<p>Surety Fidelity and Deposit Company of Maryland _____ (Full formal name of Surety) (corporate seal)</p>
<p>By: <u></u> _____ (Signature)</p>	<p>By: <u></u> _____ (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Danny Selmi</u> _____ (Printed or typed)</p>	<p>Name: <u>Tina Salas</u> _____ (Printed or typed)</p>
<p>Title: <u>President</u> _____</p>	<p>Title: <u>Attorney-In-Fact</u> _____</p>
<p>Attest: <u></u> _____ (Signature)</p>	<p>Attest: _____ _____ (Signature)</p>
<p>Name: <u>Kalee Alexander</u> _____ (Printed or typed)</p>	<p>Name: _____ _____ (Printed or typed)</p>
<p>Title: <u>Office Manager</u> _____</p>	<p>Title: _____ _____</p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On May 19, 2020 before me, Nicki Moon, Notary Public
(insert name and title of the officer)

personally appeared Tina Salas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicki Moon (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 30th day of August, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Dawn E. Brown

By: _____
*Assistant Secretary
 Dawn E. Brown*

Robert D. Murray

*Vice President
 Robert D. Murray*

State of Maryland
 County of Baltimore

On this 30th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

 Constance A. Dunn, Notary Public
 My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of May, 20 20.

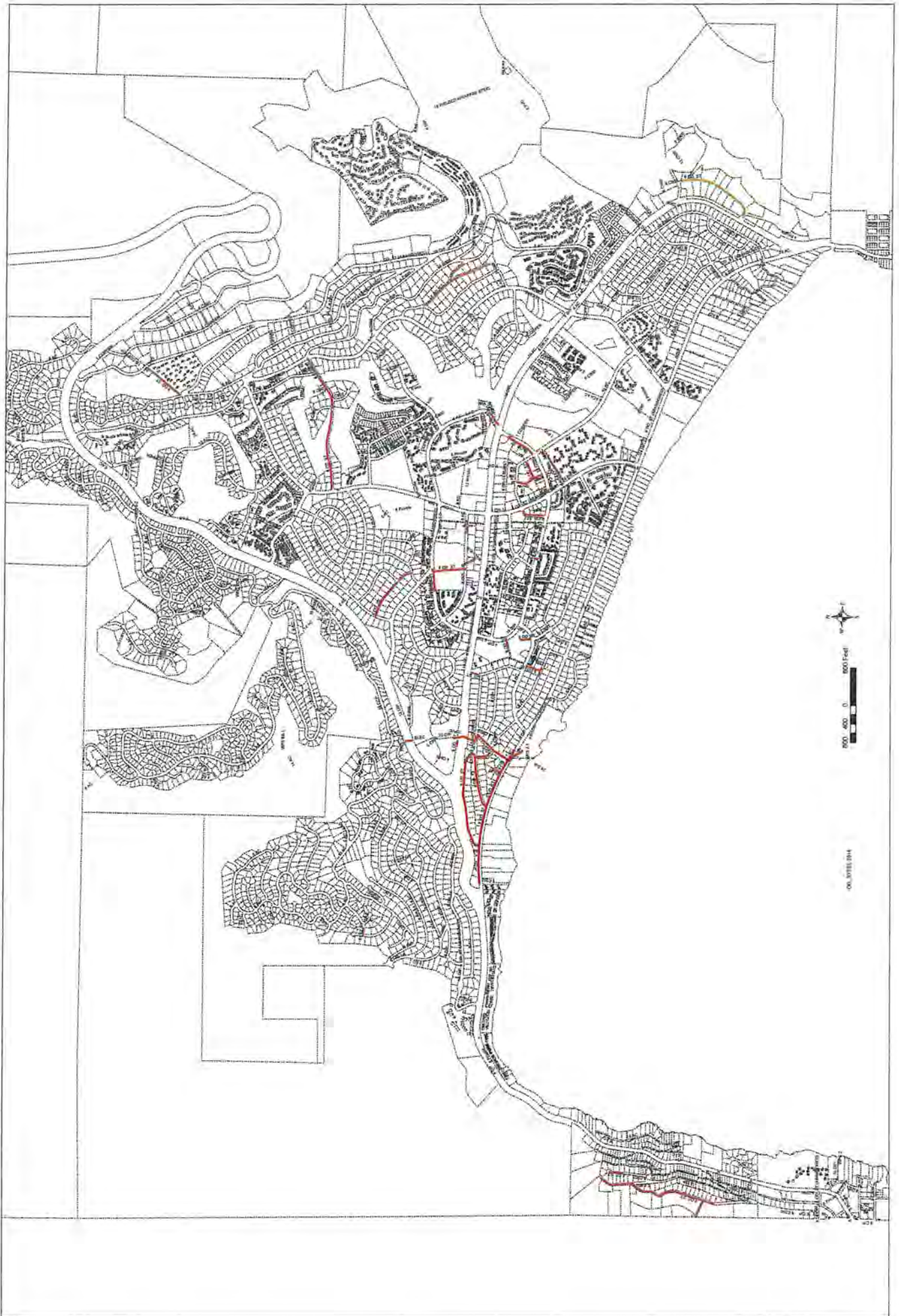


Brian M. Hodges, Vice President

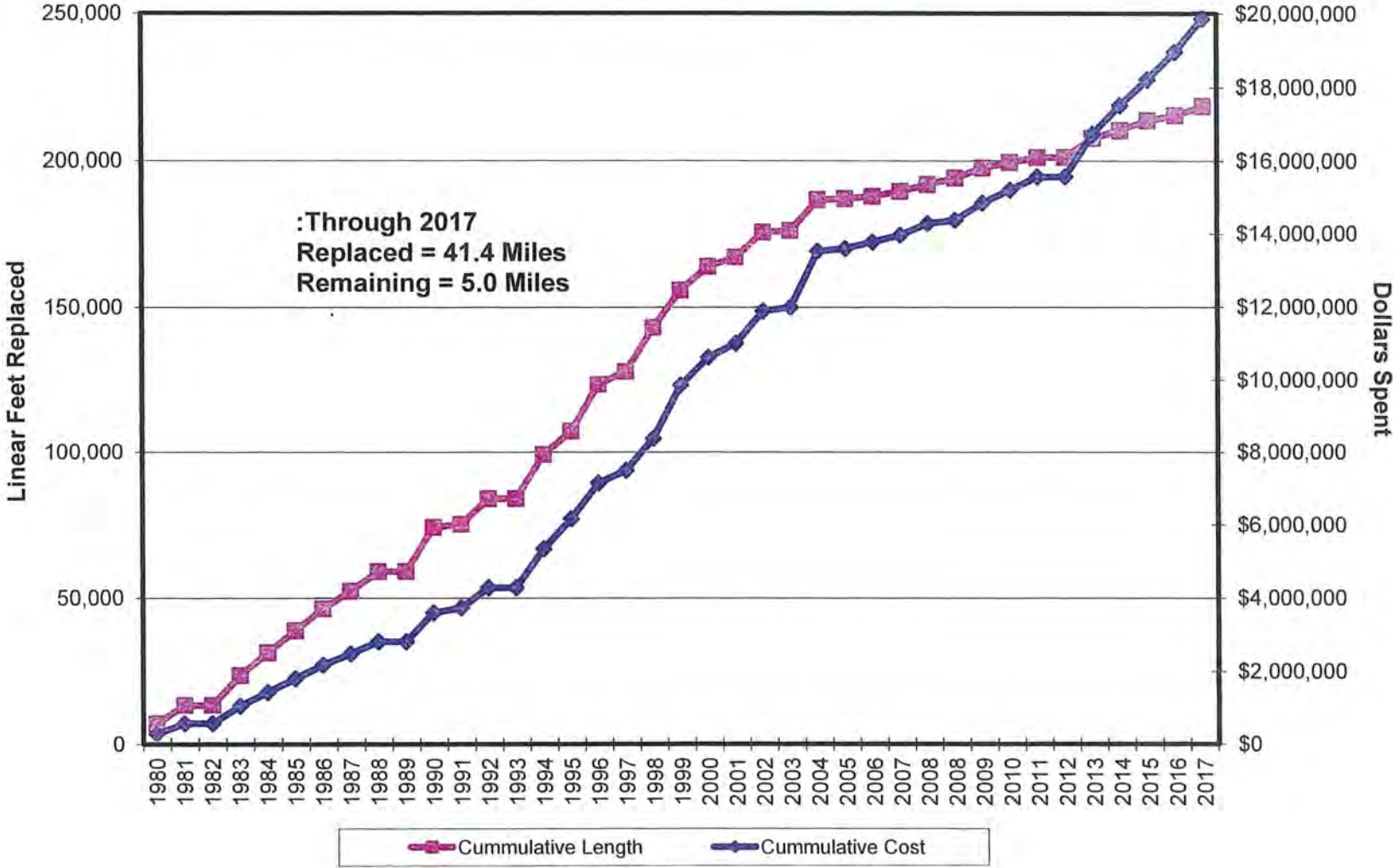
TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

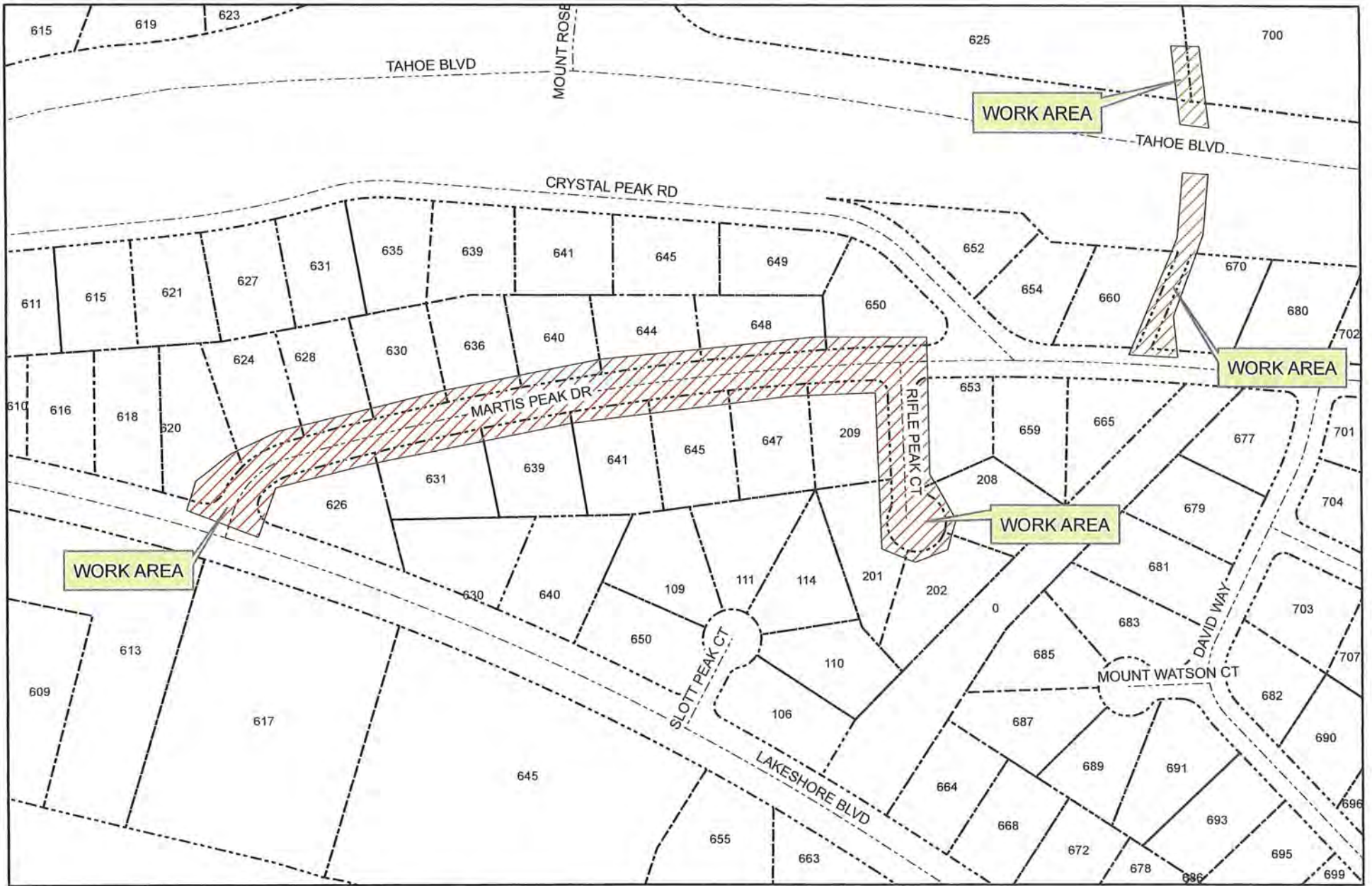
Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

Steel Water Mains Identified for Replacement

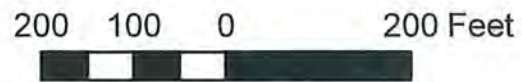


Watermain Replacement CIP





2020 WATERMAIN REPLACEMENT AND FIRE FLOW ENHANCEMENT PROJECT





INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Construction Administration and Inspection Proposal for the 2020
Water Main Improvement Program



TRI SAGE CONSULTING

5418 LONGLEY LANE, SUITE A, RENO, NV 89511

TELEPHONE: 775.336.1300

FAX: 775.336.1306

KSCHLICHTING@TRISAGE.COM

WWW.TRISAGE.COM



UTILITY SOLUTIONS. ENGINEERED.

5418 Longley Lane, Suite A Reno, NV 89511
P.O. Box 18894 Reno, NV 89511

Phone: (775) 336-1301

Fax: (775) 336-1306

May 14, 2020

Mr. Mike Lefrancois, P.E.
Incline Village General Improvement District
1220 Sweetwater
Incline Village, NV 89451

**Re: Construction Management Services Proposal
2020 Water Main Replacement and Fire Flow Enhancement Project**

Dear Mike,

Tri Sage Consulting is pleased to provide the following proposal to IVGID in support of your 2020 Water Main Replacement and Fire Flow Enhancement Project.

Once you have had a chance to review this document, please call me to discuss any questions you may have. We appreciate this opportunity and look forward to our continued working relationship with you and your team.

Sincerely,

A handwritten signature in black ink that reads "Karen Schlichting".

Karen Schlichting
Principal, Tri Sage Consulting

CONSTRUCTION ADMINISTRATION PROPOSAL FOR IVGID 2020 WATER MAIN REPLACEMENT PROJECT

Tri Sage Consulting understands that IVGID is currently in the process of finalizing the construction bidding process for the 2020 water main replacement effort. Tri Sage has previously provided field construction administration for this program and is available to support the IVGID team for this 2020 effort. Mr. Walt Saner has worked on similar projects and is able to support this effort in a full-time manner. The details of our proposal are as follows:

PROPOSED SCOPE OF WORK

Tri Sage Consulting proposes to provide the following services on behalf of IVGID during the construction phase of the 2020 Water Main Replacement Project.

PROPOSED ON-SITE APPROACH

Specifically, Mr. Walt Saner is available to function as the on-site IVGID representative, acting as the primary contact (i.e. Project Representative) and is able to competently oversee compliance with the contract documents and design drawings and specifications. Acting on behalf of IVGID, Walt will be able to coordinate responses to engineering questions with the Owner's design consultants, as well as identify and help resolve issues as they occur during construction.

Tri Sage Consulting proposes to provide the following services on behalf of IVGID during the construction of this Project:

Document review:

- Review construction documents prior to the preconstruction meeting to assist in identifying potential problems and conflicts that may arise in the field.

Site Coordination:

- Coordinate contractor technical submittals and drawings with IVGID Project Manager and/or the project engineer,
- Verify compliance with the requirements of all permits,
- Monitor "work in progress" for compliance with the contract documents, including technical specifications and project drawings,
- Verify required testing is completed within specification and to the satisfaction IVGID Project Manager,
- Verify site safety compliance with applicable safety regulations,
- Coordinate work between multiple contractors, and IVGID personnel as required,

- Provide coordination of design issues, unforeseen conditions, and other site-specific issues with IVGID Project Manager and/or the project engineer for resolution and issue contractor work directives as required. Offer recommendations as applicable,

Contract Administration:

- Review contractor change requests and recommend resolutions to IVGID Project Manager as required,
- Review and recommend contractor "Request for Payment",
- Provide change orders, payment requests, other documentation and logs to IVGID Project Manager as requested.
- Verify project deliverables including "red line" drawings, O&M manuals, etc. are submitted in compliance with Final Completion requirements,
- Issue notices of non-compliance, substantial completion and final completion as directed by IVGID Project Manager,

Project Reporting:

- Provide weekly progress and schedule reports to the IVGID Project Manager,

General Administration:

- Maintain daily log of work at the site, including progress, site issues, visitors, inspections, etc.
- Attend meetings as required by IVGID Project Manager to address project related progress, issues, etc.

PROPOSED STAFF

Tri Sage has established a highly specialized utility QA inspection team over the past 17 years of its operation. Included in this team are professionals with both electric and water experience. Tri Sage has a high retention rate of employees and is able to commit this team for the duration of the project.

To provide full coverage, Tri Sage is proposing Mr. Walt Saner as the assigned Construction Administrator, and Mr. Jamie Lohmeyer will be available to step into a supportive role of Project Site Representative in the event that Walt has any appointments or ill days during this period.

Walt Saner, Construction Administrator

Mr. Saner has over 30 years of utility industry experience, fulfilling multiple positions, including Quality Assurance Inspector for both water and electric facilities. He has worked for IVGID on sewage and water main replacement projects in 2017, for Valley Electric REA for substation inspection, and recently in support of TDPUD for various customer water installation projects. He brings a wide breadth of knowledge for inspecting water and sewage facilities as well as high



voltage substations. He works well with all levels of management and field personnel and is able to bring a thoughtful resolution to issues as they arise. Mr. Saner enjoys working with the IVGID team and is anxious to continue to develop this relationship. Mr. Saner will be available on a full time as needed basis.



Jamie Lohmeyer, Associate Engineer

Mr. Lohmeyer joined Tri Sage in 2019 and is in his final semester of Civil Engineering. Jamie brings a diverse background of life experience that includes his leadership as a Sergeant in the Marines and his role as a Military Weapons Tactical Instructor. Since joining Tri Sage, Jamie has been trained in civil engineering design as well as field administration and quality assurance inspection. For this project, Jamie will work under Walt Saner to fill in as needed. His participation is not anticipated but is included here for reference.

EXPERIENCE WITH SIMILAR WATER PROJECTS

Below are details of the water projects on which we have provided inspection services in the most recent years, with highlight of IVGID projects:

IVGID's Water Mains and Fire Flow Enhancement Project. (2014, 2015, 2016 and 2017) QA Inspector. Mr. Walt Saner and Mr. Jim Demuth have historically provided construction representative and QA Inspection for the on-going system enhancements being completed by IVGID for their water main and fire flow facilities. The scope of this on-going annual project includes installation and modifications of water facilities at various locations throughout the IVGID territory in support of fire flow enhancement. IVGID has developed a strong working relationship with both Jim Demuth and Walt Saner and specifically request these two individuals when the need arises.

IVGID's Incline Creek CMP Rehabilitation Project (2018) Construction Management and QA Inspector. Mr. Demuth is currently in the process of supporting IVGID with their Construction Manager at Risk (CMAR) services for 2018 Incline Creek CMP Rehabilitation Project. This project is located in the Diamond Peak Ski Resort Area and surrounding area. Tri Sage is supporting this project by providing drawing/design and constructability review during the engineering and planning process as well as the infield Construction Management.

IVGID's Effluent Pipeline Replacement Project (2017) Construction Management and QA Inspector. This project is located in Incline Village and occurred during September and October of 2017. Tri Sage was retained to provide full time onsite inspection, during both day and night installation due to traffic management. The scope consisted of the removal and replacement of a 16-inch effluent pipeline using an open cut construction method. The scope included all aspects necessary to replace this effluent pipeline, including protection of all existing facilities, support of utilities, dewatering if needed, potholing, placement of bedding material backfill, and re-paving as needed. Other aspects included appropriate traffic control, compliance with SWPPP requirements, and full compliance with all contract and engineering documents. Mr. Walt Saner and Mr. Larry Butcher conducted this quality assurance inspection work with Walt providing the lead role to coordinate both the night and day schedule as well as the details for tie-ins, main outages, traffic issues and a multitude of other efforts.

Kingsbury GID Water Treatment Plan Project (2014-2015) Construction Manager & QA Inspector. Mr. Jim Demuth is currently providing on site CM and QA for the full construction of the TDPUD new water treatment facility. This is a CMAR project on which Tri Sage is providing the site representation. The project is complex and deals with multiple permitting conditions with the construction occurring close to the shore of Lake Tahoe.

TMWA Eastman Ditch and Glendale Diversion Flood Repairs (2017) Construction Inspector / QA Inspector. The Truckee Meadows Water Authority, TMWA, is the owner and operator of the Glendale Water Treatment Plant which diverts water from the Truckee River. The plant has a diversion structure on the Truckee River including a concrete intake channel with a rock lined riverbed. Across the river from the plant intake structure is the Eastman Ditch. At the head of the Eastman Ditch TMWA owns a control structure which is critical for establishing the pool elevation on the river upstream of the plant intake structure. During January 9, 2017 flood event on the Truckee River, the Eastman Ditch structure was damaged when high flows washed out the bank materials on both ends of the structure concrete structures. In Addition, the high flows from this event caused erosion damage along the intake structure and exposed the concrete footings by displacing the large rock bedding materials from this area. Tri Sage was retained to conduct

the permitting of repairs and the QA inspection of this installations/repairs. Mr. Ron Penrose provided this infield inspection.

TMWA's Fleish Flume Removal and Repair (Phase 1 effort in 2010, Phase 2 effort in 2015 - 2016)

Construction Inspector – Site Representative. Tri Sage was contracted by the Truckee Meadows Water Authority to prepare a monitoring plan and also manage the construction of a flume rebuild located on the boarder of Nevada and California along the Truckee River Corridor. The assigned Tri Sage team conducted on site Field Representation for TMWA on this project. This effort involved the replacement of over ½ mile of wooden flume with a new, steel fabricated flume structure. This was a multiple phase approach with removal and additional repairs occurring in 2015 following a 2010 repair effort. Mr. Jim Demuth and Ms. Alissa Turner provided the in-field QA support for this effort.

PROJECT COST ESTIMATE

The following cost proposal is based on a not-to-exceed amount. For costing, Tri Sage has assumed a Construction Period from July 1st to September 30th with the anticipation that the last two weeks will be more of a part time requirement. This equates to approximately 12 weeks of full-time effort. Workdays are assumed to be 8 hours, 5 days per week. As always, Tri Sage will only bill for those hours actually expended by Mr. Saner.

Normal Hourly Rate **\$ 101.00/hour**

(The estimated labor for this project is based on the following labor breakdown)

Construction Period: Assumed 60 days at 8 hours per day 480 hours

Total Proposed CM Hours (Not to Exceed) 480 hours

TOTAL NOT-TO-EXCEED AMOUNT FOR THIS PROJECT \$ 48,480.00

Notes:

1. Only actual time spent will be billed to IVGID.
2. In the event that Jamie Lohmeyer fills in for Walt during this project, he will be billed at the rate of \$ 80.00/hour.
3. All travel time to and from the job site will be absorbed by Tri Sage and not billed to IVGID.
4. For any overtime (time beyond 40 hours/week, Tri Sage will bill at the normal hourly rate.

5. Hourly Rates are fully burdened. In addition to profit and overheads, these rates include all necessary mileage, cellular phone and service, and computer and printer equipment. Please note that the mileage anticipated for this project has added \$6/hour to our historic hourly rate with IVGID. Beyond this addition to cover mileage, we have retained the historic labor rate of \$95/hour. We have combined the two for ease of billing and tracking.

PROJECT NOT-TO-EXCEED ESTIMATE.....\$48,480.00

DIVERSITY CLAUSE

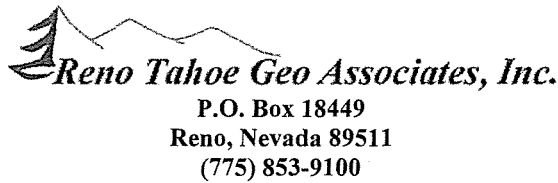
Tri Sage Consulting discloses that it is a Women Minority Business Enterprise (WBE) as certified by the WBENC Federal Certification Agency. Tri Sage also holds a Disadvantaged Business Enterprise (DBE) Certification through NDOT. Certificates are available if needed.

PROPOSAL ENDORSEMENT

This proposal is submitted to IVGID for consideration of the above scope of work. It is submitted by:

Tri Sage Consulting





AUTHORIZATION FOR PROFESSIONAL SERVICES

Date April 27, 2020 File No. M20.096

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter "CLIENT", a(n) ENTITY, does hereby authorize RENO TAHOE GEO ASSOCIATES, INC. hereinafter "CONSULTANT", a corporation organized and existing under the laws of the State of Nevada, to perform the services set forth below, subject to the Terms and Conditions set forth below.

A. CLIENT INFORMATION:

Name Incline Village G.I.D. Phone (775) 832-1267
Mailing Address 1220 Sweetwater Road City Incline Village State NV Zip 89451
Representative Mike T. Lefrancois, PE Phone (775) 685-0320
Email mtl@ivgid.org
Owner of Property Involved Incline Village GID

B. PROJECT DESCRIPTION:

Project Name 2020 Watermain Replacement & Fire Flow Enhancement
Client PO No. N/A Location Incline Village, NV 89451
Estimated Completion Date: mid-September 2020, contingent upon unforeseen circumstances or delays
Description of Consultant's Service(s): construction observation and materials testing services for bedding, backfill, aggregate base and paving as part of waterline replacement work.

C. COMPENSATION:

- CONSULTANT'S total fee is estimated to be: \$ 4.500. Actual fee shall not exceed such estimate without the prior consent of CLIENT.
- Basis of CONSULTANT'S fee: (check all that apply)
 Lump Sum with Progress Payments (schedule attached)
 Time and Materials in accordance with the current fee schedule
 Other (description) _____
- CLIENT shall pay a retainage fee of \$ 0.00, which fee shall be paid in full prior to commencement of the work herein contemplated. Said fee shall be applied to CLIENT'S final payment for the services provided under this agreement.

D. CLIENT has read and understood the Terms and Conditions set forth below and agrees that such Terms and Conditions are hereby incorporated into and made a part of this agreement.

E. Having read, understood, and agreed to the foregoing, CLIENT and CONSULTANT, by and through their authorized representatives, have subscribed their names hereon effective 27 April 2020.

CLIENT, INCLINE VILLAGE G.I.D.

CONSULTANT, RENO TAHOE GEO ASSOCIATES, INC.

By: _____

By: Chad Carnes, PE

Title: _____

Title: Principal Engineer

Date: _____

Date: April 27, 2020

TERMS AND CONDITIONS

1. **FEE SCHEDULE.** The rates charged for services are based on the current CONSULTANT'S fee schedule, which is modified periodically.
2. **REIMBURSABLE EXPENSES.** Reimbursable expenses are expenditures made by the CONSULTANT, its employees or consultants in the interest of or relating to the Project, including, but not limited to: transportation, subsistence, and lodging; long distance telephone charges; messenger or overnight mail services; fax charges; field office expenses; approval fees; copy charges; postage; document preparation fees; computer costs; and, when authorized in advance by CLIENT, overtime charges and expenses for preparation of perspectives, renderings, or models.
3. **INVOICING PROCEDURE.** CLIENT will be invoiced at regular billing intervals, such intervals to be not less than one (1) month in length. Payment of an invoice in full must be received by CONSULTANT WITHIN fifteen (15) days of the date of such invoice.
4. **EFFECT OF NOTICE.** The work performed shall be deemed approved and accepted by CLIENT unless CONSULTANT receives a written objection from CLIENT within fifteen (15) days of invoice date specifically stating in detail the work disputed by CLIENT and the invoice amount in dispute. CLIENT shall timely pay all undisputed amounts.
5. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to submit full payment of an invoice so that it is received by CONSULTANT within said fifteen (15) days after the date thereof subjects the amount overdue to a delinquent account interest rate of two percent (2%) per month, compounded monthly. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT'S discretion.
6. **ADVANCE PAYMENT; WITHHOLDING OF PROFESSIONAL SERVICES AND INSTRUMENTS OF SERVICE.** CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing interval. CONSULTANT reserves the right to withhold any services and instruments of service pending payment in full of CLIENT'S outstanding indebtedness or advance payment of CONSULTANT. The decision to withhold services and instruments of service or require advance payment is solely within CONSULTANT'S discretion and shall not result in any liability to CLIENT for any reason.
7. **ADDITIONAL SERVICES.** Services which are not expressly included in the description set forth above, as determined by CONSULTANT, are not covered by this agreement. Adjustments to this agreement for additional services shall be requested in writing signed by CLIENT.
8. **CHANGED CIRCUMSTANCES.** CONSULTANT shall notify CLIENT of a change in circumstances, which materially affects CONSULTANT'S ability to perform or materially increases costs, and the estimated fee shall be renegotiated. If an amended agreement cannot be reached, then CONSULTANT may terminate this agreement and may be paid pursuant to paragraph 13 herein.
9. **AMENDMENTS.** This Agreement may be otherwise amended only by a written instrument, signed by both CLIENT and CONSULTANT, which expressly refers to this Agreement.
10. **DEFAULT.** This Agreement may be terminated by either party upon ten (10) days written notice, should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. A suspension of CONSULTANT'S work for more than sixty (60) days may be considered a default of CLIENT'S obligations hereunder.
11. **DELAYS.** In the event of construction or other delays, not caused by CONSULTANT, the time for completion shall be adjusted appropriately and CONSULTANT shall be equitably compensated for any additional fees and costs incurred by the reason of the delay.
12. **TERMINATION.** This Agreement may be terminated by CLIENT upon at least ten (10) days written notice to CONSULTANT in the event that the Project is permanently abandoned. The CONSULTANT may terminate this agreement upon seven (7) written calendar days to CLIENT should CLIENT fail to perform in accordance with this agreement and through no fault of CONSULTANT.
13. **TERMINATION ADJUSTMENT: PAYMENT.** If this Agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed to the termination notice date, including Reimbursable Expenses due, plus a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for the CONSULTANT'S rescheduling adjustment, reassigning of personnel, and related costs incurred due to termination.
14. **LIMITATION OF LIABILITY.** CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT TO CLIENT AND TO ALL CONTRACTORS, SUBCONTRACTORS, OWNERS, CLIENT'S AGENTS, EMPLOYEES AND CONSULTANTS, AND TO ALL OTHER THIRD PARTIES, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM ANY CAUSE OR CAUSES INCLUDING NEGLIGENCE PROFESSIONAL ACTS, ERRORS, OR OMISSIONS OF CONSULTANT AND ITS AGENTS, EMPLOYEES OR SUBCONSULTANTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT, AND ITS AGENTS, EMPLOYEES OR SUBCONSULTANTS, SHALL NOT EXCEED \$50,000.00, OR CONSULTANT'S TOTAL FEE FOR SERVICES RENDERED ON THE PROJECT, WHICHEVER IS GREATER AND CLIENT AGREES TO THE FULLEST EXTENT PERMITTED BY LAW, TO IMMEDIATELY DEFEND, INDEMNIFY AND HOLD CONSULTANT HARMLESS FOR ANY CLAIMS, LIABILITIES, DAMAGES, CAUSE OF ACTIONS OR COSTS (INCLUDING ATTORNEYS' FEES AND COSTS OF DEFENSE) WHICH EXCEED THIS AMOUNT.
15. **INDEMNIFICATION.** The CLIENT agrees, to the fullest extent permitted by law, to immediately defend, indemnify and hold the CONSULTANT harmless from any claim, liabilities, damages, cause of actions or cost (including reasonable attorneys' fees and costs of defense) arising out of or relating to CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or sub-consultants or anyone for whom the CLIENT is legally responsible. In each of the foregoing, CLIENT'S duty to defend shall arise immediately upon assertion of liability or a claim being asserted against CONSULTANT regardless of any eventual finding of fault, liability or negligence of CONSULTANT.

Reno Tahoe Geo Associates, Inc.
Authorization for Professional Services

- 16. STANDARD OF CARE.** CONSULTANT'S findings, recommendations, specifications or professional advice provided will be promulgated and prepared in accordance with the local standards of the engineering and surveying professions in effect at the time the work is performed.
- 17. CONSTRUCTION OBSERVATION SERVICES.** Recommendations are based upon the assumption that sufficient inspection and material testing will be provided during all phases of construction. During construction the CONSULTANT should be retained to inspect and test all site preparation, grading, fill placement, foundation preparation, underground utilities, and pavement. CONSULTANT'S construction observation services shall be limited to observation of construction operations to provide CLIENT with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, CONSULTANT shall not be responsible for continuous or exhaustive inspection of the work. In no event shall CONSULTANT be responsible for the means and methods of construction or for the safety procedures employed by the contractor.
- 18. CERTIFICATION SERVICES.** CONSULTANT shall sign certifications only if CONSULTANT approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
- 19. SITE ACCESS.** CLIENT shall secure the permission necessary to allow CONSULTANT'S personnel and equipment access to the project site at no cost to CONSULTANT. While CONSULTANT will take all reasonable precautions to minimize any damages to the property, it is understood by the CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
- 20. WORK NOT PERFORMED BY CONSULTANT.** CONSULTANT is not responsible for the completion or quality of work, which is dependent upon or performed by the CLIENT or third parties not under the direct control of CONSULTANT, nor is CONSULTANT responsible for their acts or omissions or for any damages resulting therefrom.
- 21. CHANGE OR MODIFICATION.** Neither CLIENT nor any other person is authorized to change or modify CONSULTANT'S work without CONSULTANT'S written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify and hold harmless CONSULTANT from any and all liability or damages arising, in whole or in part, from such unauthorized changes or modifications.
- 22. INSURANCE.** CONSULTANT is protected by Worker's Compensation Insurance, General Liability Insurance, Professional Liability Insurance, and Automobile Liability Insurance for bodily injury and property damage and will furnish evidence thereof upon request.
- 23. SAMPLES NOT RETAINED.** Samples obtained for the project will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days after the issue of any document that includes data obtained from the tested portion of such samples, unless otherwise agreed in writing. All samples shall remain property of the CLIENT and CLIENT shall be responsible for the removal and lawful disposal of any hazardous material.
- 24. ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other: CONSULTANT may subcontract any portion of the work to be performed without such consent.
- 25. OWNERSHIP OF DOCUMENTS.** All tracings, survey notes and other documents as instruments of service are and shall remain the property of CONSULTANT. Use of CONSULTANT'S instruments of service on other projects without CONSULTANT'S prior written consent is prohibited; however, if used, shall be at CLIENT'S sole risk.
- 26. FORCE MAJEUR.** Any delay or default in the performance of any obligation of CONSULTANT under this Agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control, shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder for all work performed shall be immediately due and owing.
- 27. GOVERNING LAW, FORUM SELECTION, AND TIME TO COMMENCE AN ACTION.** This Agreement shall be governed by the laws of the State of Nevada. In an effort to resolve any conflict arising out of or relating to this contract, the work performed hereunder, or the breach thereof, the parties agree to submit all disputes or controversies to nonbinding mediation to try in good faith to settle the dispute before resorting to arbitration, litigation, or some other dispute resolution technique, unless the parties mutually agree otherwise. In the event that litigation is instituted by the CLIENT against CONSULTANT, the CLIENT agrees that such litigation must be commenced within one (1) year from completion of CONSULTANT'S scope of work under this Agreement, or upon termination of CONSULTANT'S work, whichever is earlier. The CLIENT agrees that such litigation must be brought and tried in the judicial jurisdiction of the courts of the County of Washoe, State of Nevada. The parties hereto agree to waive the right to have the suit brought, or tried in, or removed to, any other county or judicial jurisdiction, except for actions, which are required by statute to be brought in a specific venue, such as enforcement of mechanic's liens. CONSULTANT and CLIENT agree to submit to personal jurisdiction in the courts of the County of Washoe.
- 28. MERGER: WAIVER: SURVIVAL.** This Agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more waivers of any term, condition or other provision of this agreement by either party shall not be constructed as a waiver of all subsequent breaches of the same or any other provisions. Any provision which is legally deemed void or unenforceable shall not void this entire agreement and all remaining provisions shall survive and be enforceable. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of CLIENT and CONSULTANT.
- 29. PROPOSALS.** The CLIENT acknowledges and agrees to be bound by all terms and conditions, which may exist in any bid, proposal, or other similar document prepared in regard to the project reference above.

Revised 09/13/2018

**FEE SCHEDULE
2020**

Labor

Senior Principal/Consultant	\$180.00/hour
Principal Engineer	\$155.00/hour
Associate Civil Engineer	\$135.00/hour
Senior Engineer/ Senior Geologist/ Survey Party Chief	\$117.00/hour
Staff Engineer II	\$98.00/hour
Staff Engineer I	\$88.00/hour
Senior CWI/ NDT Technician	\$100.00/hour
ICC Special Inspector	\$82.00/hour
Engineering Technician	\$72.00/hour
Assistant Engineering Technician	\$60.00/hour
Draftsman	\$72.00/hour
Clerical/ Project Coordinator	\$62.00/hour

Prevailing Wage: In accordance with California Prevailing Wage Law, Nevada Prevailing Wage Law, and Federal Davis Bacon Law, a surcharge will be applied per hour for publicly funded projects. These rates may vary depending on where and what type of work will be performed.

Overtime: For assignments requiring overtime, the hourly rate will be 1.2 times the labor rates listed above.

Other Expenses

Vehicle Mileage	\$0.68/mile
Travel time	charged at regular hourly rate.
Per Diem (exclusive of lodging)	\$70.00/day
Outside Services	Cost Plus 15%
(Includes equipment rental, backhoe, drilling; field expenses; lodging; reproduction; postage; shipping, etc.)	

In-House Reproduction

Copying (8.5x11, 11x17, B/W)	0.10/page
Copying (8.5x11, Color) Bond	1.00/page
Plotting 11x17 - \$2.50 24x36 - \$5.00	30x42 - \$ 7.00

Special Field Equipment*

ReMi Shear Wave Velocity Measurement (Primary Wave, add \$50/line)	\$300.00/line
Soil Resistivity Tester	\$500.00/day
Anchor Bolt Testing Device	\$200.00/day
Skidmore Wilhelm Bolt Tension Calibrator	\$120.00/day
Manometer	\$80.00/day
Impact Hammer (Schmidt Hammer)	\$20.00/hour
Dynamic Cone Penetrometer (DCP)	\$125.00/day
Tips for DCP	\$12.50/tip
Laser Level	\$50.00/day
Torque Wrench	\$85.00/day
Ultrasonic Testing Equipment	\$100.00/day
Groundwater Level Sensing Equipment	\$150.00/day
Coring Machine (Includes Two Man Crew)	\$1150.00/day
Russian Peat Sampler	\$200.00/day

* Rate does not include technician cost, except where noted. Special equipment will be used by Engineering Technician at an hourly rate for testing, data reduction and report preparation.

<u>Laboratory Testing and Field Testing</u>	<u>ASTM, Caltrans</u>	<u>FEE</u>
<u>Primary Tests:</u>		
<i>Compaction Curves:</i>		
Standard 4" & 6" Mold	D-698 Method A, B, C	\$165.00 each
Modified, 4" & 6" Mold	D-1557 Method A, B, C	\$175.00 each
California Impact	CT-216	\$195.00 each
Check Point		\$60.00 each
Oversize Rock Correction		\$50.00 each
<i>Basic Soil and Aggregate Properties:</i>		
Specific Gravity, Absorption, Coarse	C-127	\$80.00 each
Specific Gravity, Absorption, Fine	C-128, D-854	\$80.00 each
Sand Equivalent, Average of 3	CT-217, D-2418	\$106.00 each
Sand Equivalent	D-2418	\$95.00 each
Atterberg Limits (PI & LL)	D-4318	\$105.00 each
Liquid Limit only		\$60.00 each
Moisture Determination and Unit Weight	D-2216, D-4643, D-2937	\$45.00 each
Moisture Determination only	D-2216	\$20.00 each
Sieve Analysis, Coarse, No Wash	C-136	\$70.00 each
Sieve Analysis, with Wash	D-422	\$135.00 each
Sieve Analysis, Fine with Hydrometer	D-422	\$225.00 each
No. 200 Sieve Wash	D-1140, C-117	\$65.00 each
<i>Concrete:</i>		
4" x 8" Concrete Cylinder Cured and/or Compression Tested	C-39	\$23.00 each
6" x 12" Concrete Cylinder Cured and/or Compression Tested	C-39	\$26.00 each
Compression Test, Lightweight Insulating Concrete	C-495	\$52.00 each
Unit Weight of Fresh Concrete	C-138, CT 518	\$45.00 each
Flexural Strength, Concrete Beam	C-78, C-293	On Request
Drying Shrinkage Test	C-157, CT-530	On Request
Unit Weight of Lightweight Concrete	C-567	\$73.00 each
Compression Test on Cored Specimens	C-42	\$30.00 each
Cut and Trim Core Samples		\$45.00 each
<u>Secondary Tests: **</u>		
<i>Aggregate Quality:</i>		
Potential Reactivity Test	C-289	On Request
Durability Index	D-3744, CT-229	\$144.00 each
Unit Weight	C-29	\$41.00 each
<i>Soil and Aggregate Stability:</i>		
R-Value, Untreated Material or Field Sample	CT-301, D-2844	\$330.00 each
Expansion Index Tests (Without Specific Gravity)	D-4829, UBC 29-2	\$195.00 each
Direct Shear (CD, CU, UU)	D-3080	On Request
Triaxial, UU	D-2850	On Request
Triaxial, CU	D-4767	On Request
Consolidation (9 loads and 1-time rate)	D-2435	On Request
Percent Swell or Swell Pressure	D-4546	On Request
Unconfined Compression	D-2166	On Request
pH, Sulfate, and Resistivity	EPA-600	\$180.00 each

Reno Tahoe Geo Associates, Inc.
 Fee Schedule 2020
 Page 3 of 3

Masonry

Grout or Mortar Specimen Cured and/or Compression Tested	C-579, C-1019, C-780, C- 942, C-109	\$27.00 each
Compression Test, Masonry Units	C-140	\$87.00 each
Absorption and Received Moisture, Masonry Units	C-140	\$87.00 each
Lineal Shrinkage, Masonry Units	C-426, or Title 21	On Request
Shear Test on Masonry or Brick Cores	CT-644	On Request

Fireproofing:

Density of Spray-Applied Fireproofing	E-605	\$73.00 each
Bond Strength Determination	E-736	\$50.00 each

Asphalt:

Extraction (% Bitumen)	D-2172, D-6307	\$200.00 each
Extraction (% Bitumen) & Gradation		\$250.00 each
Marshall Stability & Flow	D-1559	\$150.00/point
Unit Weight of Asphalt Core or Compacted Sample	D-2726	\$42.00 each
Maximum Theoretical Specific Gravity (Rice)	D-2041	\$115.00 each
Hveem Stability	D-1560	\$150.00/point

Metals:

Bolts, Nuts & Washers, Hardness, & Load Tests		On Request
---	--	------------

**Tests may be performed offsite by labs with specialized equipment and qualifications.

Expert Testimony

When the Principal Engineer and/or staff appear as expert witnesses at court trials, arbitration hearings and depositions, their time and time associated with such, will be charged at 2.00 times the above standard.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
Interim District General Manager

FROM: Paul Raymore
Marketing Manager

SUBJECT: Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: Up to \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees – a grand total of \$425,700

STRATEGIC PLAN: Long Range Principle #6 - Communication

DATE: June 24, 2020

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize Staff to enter into an agreement (prior to the start of the Fiscal Year 2020/21) with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort, the Incline Village Golf Courses, Facilities and the Recreation and Tennis Centers for a total amount of up to \$425,700 consisting of \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees.

II. STRATEGIC PLAN REFERENCE(S)

Long Range Principle #6 – Communication – The District will engage, interact and educate to promote understanding of the programs, activities, services, and ongoing affairs.

- Provide clear, concise and timely information in multiple, publicly accessible formats.

Review, discuss and possibly approve an item for the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: Up to \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees – a grand total of \$425,700.

-2-

June 24, 2020

- Ensure that both internal and external communication is responsive, comprehensive and inclusive.

III. BACKGROUND

As a component of IVGID's Diamond Peak, Golf Courses, Facilities, Recreation Center and Tennis Center annual marketing and advertising campaigns, the District contracts with a media buying agency to help plan, place, and negotiate rates for advertising placement. This includes, but is not limited to, print ads, digital ads, billboards, radio spots, television spots, and paid search campaigns. This is an essential service for the District's Marketing Staff as the research, documentation, reporting, and support received from the third party provider significantly exceeds in-house capabilities.

Since the 2013/14 Fiscal Year, the IVGID Marketing Department has utilized Incline Village-based media buying agency EXL Media for the District's media buying services. This stretch follows the one-year period (Fiscal Year 2012/13) in which the District utilized another agency for media buying, ultimately returning to EXL Media after being unsatisfied with the other agency's services and results.

At the May 23, 2018 Board meeting, the Board of Trustees authorized awarding the District's 2018/19 media buying services contract to EXL Media with a cost of \$419,500.

At the May 22, 2019 Board meeting, the Board of Trustees authorized awarding the District's 2019/20 media buying services contract to EXL Media with a cost of \$424,600.

To allow for proper planning and seamless execution of IVGID's advertising campaigns, we are requesting to execute the contract prior to the start of Fiscal 2020/21 so that District Staff and EXL Media have adequate time to plan for the 2020/21 Fiscal Year advertising placements. **No funds from this authorization will be spent before the 2020/21 Fiscal Year begins on July 1, 2020 and Staff to manage spending levels in accordance with District goals**

The proposed agreement for media buying services with EXL Media serves as a template for the District's advertising plans, but does not commit the District to any particular advertising spending amounts. In light of the impacts that the COVID-19

Review, discuss and possibly approve an item for the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: Up to \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees – a grand total of \$425,700.

-3-

June 24, 2020

pandemic continue to have on District venues, Staff will work with EXL Media to adjust advertising campaigns appropriately to align with District goals.

As an example of this flexibility, during Q3 and Q4 of the 2019/20 Fiscal Year, District Staff directed EXL Media to pause general advertising campaigns for Diamond Peak (only continuing with season pass campaigns) in mid-March due to the COVID-19 shutdown, resulting in a savings of \$10,869. District Staff also directed EXL Media to pause all golf advertising campaigns at the same time, resulting in an expected savings of \$23,584 (as of June 15) this fiscal year.

In total, the 2019/20 Fiscal Year savings vs. budgeted advertising spending for our recreation venues, due to the COVID-19 pandemic, include:

- Diamond Peak: \$10,869 savings
- Golf: \$23,584 savings
- Recreation Center: \$2,743 savings
- Tennis: \$1,371 savings
- Facilities: \$655 savings
- TOTAL SAVINGS: \$39,222 (14% of budgeted spending) versus total budgeted spending of: \$272,500

So while the EXL Media agreement places limits on the maximum dollar amounts that can be spent on paid advertising for the District's venues, there is still plenty of flexibility to spend less than those maximums should the situation warrant due to COVID-19 effects or other market conditions.

Predicting what advertising needs each District venue might have a full year ahead of time is almost impossible but Staff will continue to be diligent in adjusting spending levels to be in line with District goals and changing market conditions.

The proposed advertising budgets for the 2020/21 Fiscal Year (below) are already relatively conservative, and in alignment with the District's marketing goals of primarily ensuring our residents are well informed about the various recreational opportunities afforded to them by IVGID, and, secondarily, bringing in higher-yielding customers to fill in the excess capacity available at our venues.

For example, at Diamond Peak, our average Search Impression Share (i.e. the percentage of impressions our ads receive compared to the total number of

Review, discuss and possibly approve an item for the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: Up to \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees – a grand total of \$425,700.

-4-

June 24, 2020

impressions our ads are eligible to receive) was 10% during the 2019-20 ski season due to budgetary constraints. The District could spend an additional \$15,000 just in paid search advertising if we wanted to maximize our Search Impression Share. At the Golf Courses, our Search Impression Share has been about 50% for geotargeted campaigns and 10% for non-geotargeted campaigns, with approximately \$10,000 additional dollars needed in just paid search advertising if we wanted to maximize our Search Impression Share.

Despite the tremendous potential to spend more on paid advertising, we feel the budget presented below is appropriate for the District's goals, and provides the flexibility necessary to ensure each venue is marketed effectively.

IV. BID RESULTS

The District's media buying services contract went to bid before the 2019/20 Fiscal Year, with local agency EXL Media selected to continue providing media buying services to the District. A full recap of the bid results are included in the May 22, 2019 Board Memo authorizing the District to enter into an agreement with EXL Media during the 2019/20 Fiscal Year. (See pages 263 – 295 of the May 22, 2019 Board packet.) The 2020/21 Fiscal Year would be year two of an agreement with EXL Media since going to bid for this service.

EXL Media is an Incline Village, Nevada based firm and has over twenty-two years of experience successfully handling media buys for the District. EXL Media has vast knowledge of the competitive landscape of the Lake Tahoe recreation market. Through the bidding process, they were determined to be the best qualified and capable media agency to support the District in meeting its budget objectives and will provide the level of attention, detail, and reporting that is required to ensure successful media campaigns.

V. FINANCIAL IMPACT AND BUDGET

The budgets for the proposed media buying services contract is included in the Board-approved Fiscal Year 2020/21 Diamond Peak, Championship Course, Mountain Course, Facilities, Recreation Center and Tennis Center Operating Budgets allocated to Marketing.

Review, discuss and possibly approve an -5-
 item for the District to enter into an agreement
 for media buying services for
 2020/21; Venues: Diamond Peak, Championship
 Golf Course, Mountain Golf Course, Facilities,
 Recreation Center and Tennis Center; Vendor:
 EXL Media; Contract Amount: Up to \$265,700 in paid
 media spending, \$92,000 in trade media spending
 and \$68,000 in agency fees – a grand total of \$425,700.

June 24, 2020

A total of \$425,700 is included in the proposed 2020/21 District Operating Budget for Media Buying Services.

The estimated media buying project budget is in the following table:

Description	2019/20 Budget	2020/21 Budget	Contract Amount
Cash Media	\$272,500	\$265,700	\$265,700
Trade Media	\$87,100	\$92,000	\$92,000
Agency Fees	\$65,000	\$68,000	\$68,000
Total	\$424,600	\$425,700	\$425,700

Year-over-year differences in the EXL Media budgets from 2019/20 to the proposed 2020/21 budget are as follows:

- 1. Total contract: + \$1,100**
 - a. Cash Media: (\$6,800)
 - i. Diamond Peak: no change
 - ii. Golf: (6,800)
 - iii. Facilities: no change
 - iv. Recreation Center: no change
 - v. Tennis Center: no change
 - b. Trade Media: + \$4,900 in golf trade
 - c. Agency Fees: + \$3,000

A breakdown of planned District venue costs for 2020/21 media buying is included in the following table:

Venue	Cash Media	Trade Media	Total
Diamond Peak	\$166,000	\$80,000	\$246,000
Golf	\$51,700	\$12,000	\$63,700
Facilities	\$32,000		\$32,000
Recreation	\$11,000		\$11,000
Tennis	\$5,000		\$5,000
Agency Fees	\$68,000		\$68,000
Total	\$333,700	\$92,000	\$425,700

Review, discuss and possibly approve an item for the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: Up to \$265,700 in paid media spending, \$92,000 in trade media spending and \$68,000 in agency fees – a grand total of \$425,700.

The Trade Media component is budgeted assuming up to \$92,000 in 1:1 retail value trade to cover various ad buys. One of the advantages to including a trade component in the contract is that the traded amount typically sees significant breakage (i.e. unredeemed value) relative to the actual redeemed amount.

V. ALTERNATIVE

Not authorize the proposed media buying agreement and direct Staff not to enter into a media buying agreement during the Fiscal Year 2020/21, understanding that doing so will leave the District's marketing plan for Fiscal Year 2020/21 vulnerable as the Media Buying Contract is a key component to the overall annual marketing plan.

Proposed Contract

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

THIS AGREEMENT (“Agreement”) is entered into between Incline Village General Improvement District, a political subdivision of the State of Nevada (hereinafter referred to as “District”), on the one hand; and EXL Media Corporation, a corporation (hereinafter referred to as “EXL”), on the other hand and is effective on July 1, 2020.

WITNESSETH

- a) District is the owner and operator under Special Use Permit of Diamond Peak Ski Resort, the Championship and Mountain Golf Courses, The Chateau and Aspen Grove, and the Recreation Center and Tennis Center in Incline Village, Nevada.
- b) EXL is a media buying and placement agency, located in Incline Village, Nevada, with experience in media services.
- c) District desires to retain the services of EXL to provide media services.

NOW THEREFORE, for valuable consideration, it is agreed as follows:

SECTION 1 - Agreement.

- (a) District hereby hires EXL to provide media services described herein (the “Media Services”), and EXL agrees to provide the Media Services to District. EXL will provide the Media Services to District within the timeline set between the IVGID Marketing Department and EXL. The IVGID General Manager or the IVGID Marketing Manager shall approve the final form of the Media Services for the ski resort, tennis, golf and facilities. No media services contracts will be finalized without the prior written approval by the General Manager or the IVGID Marketing Manager
- (b) District shall pay EXL a separate amount for each media service. The breakdown and total amount for the fiscal year of July 1, 2020 – June 30, 2021 is as follows:

Total contract: \$425,700 (\$333,700 cash plus \$92,000 trade value)

- Cash Media: \$265,700
 - Diamond Peak: \$166,000
 - Golf: \$51,700
 - Facilities: \$32,000
 - Recreation Center: \$11,000

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

- Tennis Center: \$5,000
- Trade Media: \$92,000
 - Diamond Peak: \$80,000
 - Golf: \$12,000
- Agency Fees: \$68,000

Cash and trade budgets cover funds for media purchases from third parties. When trade is issued to a third party, IVGID services and products will be taken at full rack rate. EXL doesn't have any autonomy in discounting IVGID's services and products. Trade is to be used when possible in exchange for cash to help contribute to the overall value of the media buy.

In case additional needs arise, District will pay EXL an additional fee as agreed by both parties prior to executing the additional project. The amount will be separated in individual invoices for different District recreational facilities and shall be due upon EXL's delivery and District's acceptance of the finished Media Services. EXL will charge a fee of \$125 per hour for the development of each media plan. This fee will not surpass 40 hours or \$5,000 for each campaign and will only be charged if the media plan is not placed.

- (c) The individual obligations of District and EXL in performing this Agreement are set forth below.

SECTION 2 - EXL's Obligations.

- (a) EXL will provide District with a selection of Media Services for use by District recreational facilities for the July 1, 2020 - June 30, 2021 fiscal year. The Media Services will include, but are not limited to, at least the following:
- 1) Radio
 - 2) Outdoor
 - 3) Television/Cable
 - 4) Digital/Internet/Mobile
 - 5) Print
 - 6) Promotions
 - 7) Specialty Media
 - 8) Outdoor Production Coordination

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

9) Advertising Performance Analytics & Tracking

- (b) EXL shall consult with District to provide District the opportunity for input on the selected Media Services. District will have final approval on all media buying and placement, and District's Marketing Manager shall sign off on all media buying budgets and plans before any placements are made on District's behalf. Media buying budgets and plans shall be evaluated and potentially adjusted at least quarterly, with District's Marketing Manager signing off on any changes.
- (c) EXL shall not exceed the total amount budgeted for media for the services described above and will not incur any costs above and beyond set budget unless additional costs are authorized by District in writing.
- (d) EXL will consider performing additional projects from the District not stated in this contract on as-needed basis and will provide estimates for each project prior to execution.
- (e) EXL will provide copies of original invoices from third party vendors attached to EXL invoice.
- (f) EXL will pay all invoices from media/vendors on behalf of District within thirty (30) days of receipt of payment from District for the same invoices. EXL agrees that any and all media/vendors shall look to EXL for payment upon proof of payment by District to EXL for invoices in question.
- (g) EXL will coordinate with and provide creative agencies selected by District Marketing Department with all creative deadlines and make sure media deadlines are met.
- (h) NonDisclosure Obligations. EXL acknowledges and agrees that during its performance under this Agreement, it may learn of, be exposed to or come into possession of certain "Confidential Information." Confidential Information is defined as information developed or owned by District or entrusted to District by others. Confidential Information includes, but is not limited to, financial information, business strategy, marketing calendars, inventory levels and best sellers, partnerships, and customer contact information. EXL agrees that it will not, directly or indirectly, (i) use such Confidential Information except as required in the normal and proper course of performing the Services defined in this Agreement or other obligations as contemplated hereunder; (ii) disclose such Confidential Information to any other person, corporation or entity; or (iii) allow a third party access to such

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

Confidential Information (except as otherwise may be required by law) without, in each case, obtaining the prior written approval of District. EXL agrees to protect all information including, but not limited to documents, electronic records, tapes and other media in which the Confidential Information is contained (the "Confidential Documents"). EXL further acknowledges and agrees that the Confidential Documents are, and shall remain, the sole and exclusive property of District. EXL shall not copy any Confidential Documents or remove any Confidential Documents, or copies thereof, from District premises, except as required by the normal and proper course of performing the services or other obligations hereunder. EXL agrees to return to District promptly upon request any and all property of District, including but not limited to the Confidential Documents and copies thereof, in EXL's possession or control.

SECTION 3 - District's Obligations.

- (a) District will provide EXL with customer research and will assist with information and strategy to complete media services.
- (b) District reserves the right to modify, reject, cancel or stop any and all plans, schedules or work in progress, and in such event, EXL shall immediately take proper steps to carry out District's instructions. In turn, District agrees to assume liability for all such commitments and to pay EXL, in accordance with the provisions of this agreement, any and all proper charges earned and incurred by EXL in connection with such work up to the time of its discontinuance, cancellation or modification. District agrees to indemnify, defend and hold harmless EXL for any claim or liability incurred by EXL under any agreement entered into by EXL for the benefit of District and which is modified by the District and pursuant to the terms hereof. IVGID understands that outdoor contracts are non-cancelable once approved. The agency fee is based upon an hourly rate and if the contract is cancelled by IVGID, the agency fee will be reduced based on the amount of time spent at an hourly rate \$125 as documented by EXL Media.
- (c) District will pay EXL for the Media Services as set forth in Section 1(b) above.

SECTION 4 - Relationship and Responsibility.

- (a) This Agreement is for the provision of services, and is limited to the services described herein. District and EXL agree that EXL is an independent

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

contractor providing services to District, and neither EXL nor any employee or agent hired by EXL is or shall be considered an employee or agent of District.

- (b) EXL shall be responsible for all required licenses and permits for the services as specified. EXL shall be solely responsible for all agents and employees used by EXL and for all matters relating thereto, including payment for services.
- (c) EXL shall defend, indemnify and hold District harmless from any and all matters relating to or arising from the performance of the services described herein, and from any claims against District by any agents or employees of EXL, except those claims which are determined to be the direct result of separate and independent negligence by District or its employees.
- (d) This Agreement is cancelable upon sixty (60) days' notice by either party. In such event, District shall only pay EXL for media services actually performed and completed. This agreement is for a time period of one (1) year and may be renewed upon agreement.
- (e) District agrees to indemnify, defend and hold EXL harmless against any loss and expense, including reasonable attorney's fees and court costs incurred as the result of any claim, suit or proceeding made or brought based upon the content of any advertising material prepared or placed for District by EXL, notwithstanding the fact that any such material may have been approved by District. District will have the right to defend or settle any such claim, suit, or proceeding at its own expense. District's obligation to indemnify EXL shall include any claims by third parties based upon trademark, copyright or other infringements of intellectual property rights.
- (f) EXL agrees to indemnify, defend and hold the District, its officers, directors, employees and representatives harmless, against any loss, damage, claim or expense in connection with or arising out of the breach or negligence or fault of EXL pursuant to the performance of services under this agreement or as a result of EXL's representations to third parties contrary to the scope of EXL's responsibilities hereunder.

**AGREEMENT FOR SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT AND EXL MEDIA
CORPORATION**

SECTION 5. Miscellaneous.

- (a) This Agreement is entered into and shall be performed in Washoe County, Nevada, and venue for any action arising from this Agreement shall be limited to Washoe County, Nevada.
- (b) This Agreement and the rights and obligations of the parties hereunder may not be assigned by either party without the express prior written consent of the other party.
- (c) No provision of this agreement shall be deemed a waiver of District's sovereign immunity beyond that presently provided by Nevada law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite each signature below.

EXL MEDIA CORPORATION

By: _____ Date _____
Name: Wendy Hummer
Title: President

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____ Date _____
Name: Indra Winquest
Title: Interim District General Manager

Reviewed as to form:

By: _____ Date _____
Name: Jason D. Guinasso
Title: District General Counsel

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
Interim District General Manager

SUBJECT: Review, discuss, and possibly approve Resolution 1881 – An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees - effective date June 24, 2020; end date December 31, 2020

DATE: June 17, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to adopt Resolution 1881 – An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees - effective date June 24, 2020; end date December 31, 2020

II. BACKGROUND

At the request of the Board of Trustees, the Interim District General Manager has written an emergency resolution to allow for the safe, prudent and respectful management of the District's restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach during a global pandemic (COVID-19). This emergency resolution will contribute to several key public safety and health aspects, as follows, during these unprecedented conditions. It will help to ensure the health and safety of:

- a. District's front line employees;
- b. District's residents and their guests;
- c. The environment to recreate; and
- d. A safe environment in the event of an emergency.

Review, discuss, and possibly approve Resolution 1881 -2-
– An Emergency Resolution that temporarily limits access to the beaches, located in Incline Village, Nevada known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach, provides for possible occupancy limits, bans pop up tents, provides discretion to limit, restrict and/or cancel any and all group picnic reservations, and provides for a method to make necessary and immediate changes with a communication process to the Board of Trustees – effective date June 24, 2020; end date December 31, 2020

June 17, 2020

III. ALTERNATIVES

- A. Approve with revisions made during this meeting.
- B. Bring back at the June 30, 2020 with requested revisions.

IV. COMMENTS

On March 12, 2020, the Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic. Following this declaration, the Governor has issued, to date, twenty-three emergency directives. Presently, the State of Nevada is still within Phase Two of the *Nevada United: Roadmap to Recovery* plan. Incline Village General Improvement District has taken steps since this order was issued to maintain the health and safety of our employees, our residents, and all that enjoy Incline Village and Crystal Bay, Nevada. The draft resolution is a targeted effort, with specific definitions and time periods, to continue that public safety and health effort.

Our communication plan to get this information out to the members of our community and the public, for their safe enjoyment of our venues, is as follows:

- a. E-mail blast to our community
- b. A print ad in the upcoming Tahoe Daily Tribune, if feasible
- c. Printed copies available upon request
- d. Posted on IVGID's website
- e. Posted, as feasible, on social media channels
- f. Press release

Attachments:

- 1. Ordinance 7
- 2. Beach Deed
- 3. Resolutions 1480 and 1575
- 4. Beaches Rules and Regulations



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1881

AN EMERGENCY RESOLUTION THAT TEMPORARILY LIMITS ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH, PROVIDES FOR POSSIBLY OCCUPANCY LIMITS, BANS POP UP TENTS, PROVIDES DISCRETION TO LIMIT, RESTRICT AND/OR CANCEL ANY AND ALL GROUP PICNIC RESERVATIONS, AND PROVIDES FOR A METHOD TO MAKE NECESSARY AND IMMEDIATE CHANGES WITH A COMMUNICATION PROCESS TO THE BOARD OF TRUSTEES – EFFECTIVE DATE JUNE 24, 2020; END DATE DECEMBER 31, 2020

WHEREAS, the world is experiencing a global pandemic (COVID-19) which has resulted in an unprecedented Government response to protect public health and keep communities safe from the spread of disease and death, including several Executive Directives issued by the State of Nevada Governor Steve Sisolak, evolving guidelines issued by the Centers for Disease Control, and Federal recommendations issued by the President of the United States of America;

WHEREAS, the Incline Village General Improvement District has the responsibility of managing the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada;

WHEREAS, the significant risks presented by the threat of disease and death as a result of contracting COVID-19 require the Board of Trustees to manage beach access in a manner that will mitigate the risks presented by the current public health crisis;

WHEREAS, the Board of Trustees has determined that temporarily limiting access to IVGID restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada in a manner consistent with State and Federal Guidelines regarding public gatherings is necessary to protect the health and safety of the property owners, residents, guests, and visitors to Incline Village and Crystal Bay;

WHEREAS, this necessary and important action was agendized and discussed at the Board of Trustees meeting of June 23, 2020 which was publicly noticed and where public comment was solicited and received; and



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1881

AN EMERGENCY RESOLUTION THAT TEMPORARILY LIMITS ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH, PROVIDES FOR POSSIBLY OCCUPANCY LIMITS, BANS POP UP TENTS, PROVIDES DISCRETION TO LIMIT, RESTRICT AND/OR CANCEL ANY AND ALL GROUP PICNIC RESERVATIONS, AND PROVIDES FOR A METHOD TO MAKE NECESSARY AND IMMEDIATE CHANGES WITH A COMMUNICATION PROCESS TO THE BOARD OF TRUSTEES – EFFECTIVE DATE JUNE 24, 2020; END DATE DECEMBER 31, 2020

THEREFORE, BE IT RESOLVED, the following temporary measures, effective June 24, 2020, shall be implemented with an ending date of December 31, 2020:

- (1) IVGID Picture Pass holders, with beach access, shall be allowed access to all restricted beaches upon presentation of their active IVGID Picture Pass;
 - a. Once granted access, all IVGID Picture Pass holders are required to keep their IVGID Picture Pass with them while present at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (2) Recreation Punch card holders, with beach access, shall be allowed access to all restricted beaches upon presentation of their active Recreation Punch card;
 - a. Once granted access, all Recreation Punch card holders are required to keep their Recreation Punch card with them while present at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (3) Effective June 24, 2020, Recreation Punch cards may **NOT** be exchanged for Recreation Punch Card exchange passes. All Recreation Punch Card exchange passes that have been issued prior to June 24, 2020 will be honored.



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1881

AN EMERGENCY RESOLUTION THAT TEMPORARILY LIMITS ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH, PROVIDES FOR POSSIBLY OCCUPANCY LIMITS, BANS POP UP TENTS, PROVIDES DISCRETION TO LIMIT, RESTRICT AND/OR CANCEL ANY AND ALL GROUP PICNIC RESERVATIONS, AND PROVIDES FOR A METHOD TO MAKE NECESSARY AND IMMEDIATE CHANGES WITH A COMMUNICATION PROCESS TO THE BOARD OF TRUSTEES – EFFECTIVE DATE JUNE 24, 2020; END DATE DECEMBER 31, 2020

- (4) Parcel owners are able to purchase additional Recreation Punch cards on their parcels at a cost of one-fifth (1/5) of the total Facility Fee, presently at eight hundred and thirty dollars (\$830), or at a per Recreation Punch card cost of one hundred and sixty-six dollars (\$166).
- (5) In order to ensure the health and safety of the community during this time of a pandemic, occupancy may be limited, up to complete closure, by District Staff with the approval of the Interim District General Manager, at the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada.
- (6) Absolutely no pop-up tents shall be allowed at any restricted access beach known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada during this entire time period of June 24, 2020 to December 31, 2020.
- (7) Reaffirm that the Interim District General Manager has the discretion to limit, restrict and/or cancel any and all group picnic reservations.
- (8) Given that the Interim District General Manager presently has all the powers of the day-to-day operations of the Incline Village General Improvement District as defined by Resolution 1480 and has been working effectively and efficiently in consultation with the Board of Trustees Chairman, should changes be required to this resolution during its specified time frame, the Interim District General Manager shall work solely in consultation with the Board of Trustees Chairman to make any necessary and immediately



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1881

AN EMERGENCY RESOLUTION THAT TEMPORARILY LIMITS ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH, PROVIDES FOR POSSIBLY OCCUPANCY LIMITS, BANS POP UP TENTS, PROVIDES DISCRETION TO LIMIT, RESTRICT AND/OR CANCEL ANY AND ALL GROUP PICNIC RESERVATIONS, AND PROVIDES FOR A METHOD TO MAKE NECESSARY AND IMMEDIATE CHANGES WITH A COMMUNICATION PROCESS TO THE BOARD OF TRUSTEES – EFFECTIVE DATE JUNE 24, 2020; END DATE DECEMBER 31, 2020

required changes. Following such change, the Interim District General Manager shall, in a timely manner, electronically make the entire Board of Trustees aware of the change made as an informational item only.

This is a necessary public health and safety resolution under current circumstances and it is our expectation that everyone will cooperate, be respectful and understanding, and maintain social/physical distancing.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 23rd day of June, 2020, by the following vote:

AYES, and in favor thereof,
NOES,
ABSENT, Trustees:

Kendra Wong
Secretary, IVGID Board of Trustees

ORDINANCE NO. 7

*(As amended June 13, 1991; November 17, 1993;
May 8, 1995; June 12, 1995; March 25, 1998)*

**AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS
FOR RECREATION PASSES AND RECREATION PUNCH CARDS BY THE
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Index

ARTICLE I. GENERAL PROVISIONS

1. Short Title 4
2. Words and Phrases..... 4
3. Separability 4
4. Posting 4

ARTICLE II. DEFINITIONS

5. Affinity 4
6. Agent..... 4
7. Assignment 5
8. Beach Pass 5
9. Board..... 5
10. Card Holder..... 5
11. Commercial Tenant..... 5
12. Consanguinity 5
13. County..... 5
14. Director of Parks and Recreation..... 5
15. District 5
16. Family 5
17. General Manager..... 5
18. Owner..... 5
19. Parcel 5
20. Pass Holder 5
21. Recreation 5
22. Recreation Punch Card 6
23. Recreation Fee 6
24. Recreation Pass 6
25. Recreation Privilege..... 6
26. Resident 6

ARTICLE III. PARCEL ELIGIBILITY

27. Eligible Parcels 6
28. Fees Kept Current 6
29. Resident Eligibility 6
30. Available Privileges..... 6

ARTICLE IV. APPLICATION PROCEDURES

31. Application..... 6
32. Proof of Ownership..... 7
33. Proof of Residence..... 7
34. Proof of Commercial Tenancy..... 7
35. Application Acceptance..... 7
36. Application Approval 7
37. Application Amendment..... 7

ARTICLE V. ASSIGNMENT OF PRIVILEGES

38. Assignment Procedures..... 7
39. Agent Designation 8
40. Multi-Parcel Agent Designation 8
41. Assignment Acceptance..... 8
42. Privileges Assignable - Residential Parcels..... 8
43. Privileges Assignable - Commercial Parcels 8
44. Assignment Approval 8
45. Assignment Amendments 8

ARTICLE VI. RECREATION PASS

46. Recreation Pass 9
47. Term of Pass Issuance..... 9
48. Pass Expiration 9
49. Ability to Transfer 9
50. Responsibilities of Pass holder 10
51. Lost/Stolen Recreation Pass..... 10
52. Reassignment Fee 10
53. Ownership Transfer Fee..... 10

ARTICLE VII. RECREATION CARD

54. Recreation Punch Card 10
55. Expiration Date..... 10
56. Transferability..... 10
57. Replacement..... 11
58. Exchange for Recreation Pass..... 11
59. Refund..... 11

ARTICLE VIII. GENERAL USE REGULATIONS

60. Use of Recreation Pass and/or Card at Golf 11
61. Recreation Pass or Card Ownership 11
62. Deed Restrictions..... 11
63. Assumption of Risk 11
64. Fraudulent Use..... 11
65. Selling of Recreation Privileges..... 11

66. Misconduct..... 11
67. Disciplinary Procedures for Misconduct 12
68. Other Issuance..... 14
69. Purchase of Additional Recreation Passes or Cards 14
70. Personal Identification 14
71. Administration 14

ARTICLE IX. AMENDMENTS

72. Modification of Privileges 14
73. Effective Date 15

ORDINANCE NO. 7

*(As amended June 13, 1991; November 17, 1993;
May 8, 1995; June 12, 1995; March 25, 1998)*

**An Ordinance Establishing Rates, Rules and Regulations
for Recreation Passes and Recreation Punch Cards by the
Incline Village General Improvement District**

RECREATION PASS ORDINANCE

**Be it ordained by the Board of Trustees of
the Incline Village General improvement
District, Washoe County, Nevada, as follows:**

ARTICLE I. GENERAL PROVISIONS

1. **Short Title.** This ordinance shall be known and may be cited as the "Incline Village General Improvement District Recreation Pass Ordinance."
2. **Words and Phrases.** For the purpose of this ordinance, all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.
3. **Separability.** If any section, subsection, sentence, clause or phrase of this ordinance or the application thereof to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.
4. **Posting.** The adoption of this ordinance shall be entered in the minutes of the Board and certified copies hereof shall be posted in three (3) public places in the District for ten (10) days following its passage.

ARTICLE II. DEFINITIONS

When used in this ordinance, the following terms shall have the meanings defined below:

5. **Affinity** signifies the connection existing in consequence of marriage between each of the married persons and the blood relatives of the other.
6. **Agent** means the person designated by an owner to represent the owner in matters pertaining to the assignment of recreation privileges.

7. **Assignment** means the naming of persons to receive recreation privileges.
8. **Beach Pass** means a daily pass, good for one day only, sold by the District allowing entry onto the District-owned beaches.
9. **Board** means the Board of Trustees of the Incline Village General improvement District.
10. **Card Holder** means the person who is in possession of a Recreation Punch Card.
11. **Commercial Tenant** means an individual or corporation who rents, or leases, a commercial property for the purposes of conducting business or commercial activity.
12. **Consanguinity** means a blood relationship.
13. **County** means the County of Washoe, Nevada.
14. **Director of Parks and Recreation** means the person appointed as the department head of the Parks and Recreation Department.
15. **District** means the Incline Village General Improvement District (acting through its duly authorized officers or employees within the scope of their respective duties).
16. **Family** means a social unit consisting of people related to the property owner by marriage and to the extent of the first and second degrees of consanguinity and affinity, including parents, children, grandparents, grandchildren, brothers and sisters, and their spouses. *(See attached Exhibit A.)*
17. **General Manager** means the person appointed by the Board of Trustees as the General Manager of the District.
18. **Owner** means any person owning fee title to the property, or portion thereof, or any person in whose name the legal title to the property appears, in whole or in part, by deed duly recorded in the County Recorder's office, or any person exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the Owner.
19. **Parcel** means a single plot of land with or without a dwelling on it, or a single unit within a multi-unit residence as defined by the District Recreation Roll.
20. **Pass Holder** means an individual who has been issued a Recreation Pass.
21. **Recreation** means any leisure or sports facility, program, or service owned, operated or provided by the District, including, but not limited to, beaches, parks, playgrounds, athletic fields, trails, Nordic and alpine ski areas, golf courses, recreation centers, tennis courts, swimming pools, sports leagues, contests, events, classes, and special events.

22. **Recreation Punch Card** means the transferable punch card issued by the District to eligible parcel owners and/or their assignees that can be used to pay the difference between the resident rate and the retail or nonresident rate for access to various District recreation facilities and bears a face value established by the Board. The District can sell additional Recreation Punch Cards to eligible parcel owners or assignees for their personal use as provided in Article VIII, Item 69 herein.

23. **Recreation Fee** means the annual Recreation Standby and Service Charge assessed by the District to finance recreation programs and facilities.

24. **Recreation Pass** means the non-transferable photo identification pass issued by the District for free access to District beaches and for hourly, daily, and seasonal discounts at District-owned recreation facilities. Subject to the familial limitations described herein, the District can sell additional Recreation Passes to eligible parcel owners, residents or assignees for their personal use as provided in Article VIII, Item 69 herein. Additional Recreation Passes sold cannot be used to obtain a resident discount at the District-owned golf facilities.

25. **Recreation Privilege** means any privileges of recreation access or special rates afforded to pass holders or card holders, including the privilege to provide admission for guests.

26. **Resident** means any individual maintaining residence within the boundaries of the District as constituted by law.

ARTICLE III. RECREATION PRIVILEGE ELIGIBILITY

27. **Eligible Parcels**. Each District parcel which is assessed a recreation fee, is eligible to receive recreation privileges so long as the assessment on that parcel is current.

28. **Fees Kept Current**. All property taxes, special assessments and recreation fees on a parcel must be paid for the current and prior years to maintain the parcel's eligibility for recreation privileges. The District Recreation Fee must be paid by October 1 of the year billed in order to continue receiving recreation privileges.

29. **Resident Eligibility**. All residents are eligible for an assignment of recreation privileges, provided that they have proof of residency.

30. **Available Privileges**. Every eligible parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards.

ARTICLE IV. APPLICATION PROCEDURES

31. **Application**. Application for recreation privileges must pertain to a specific, eligible parcel. An application will be accepted when filed on the Application Form provided by the District; when accompanied by proof of ownership as set forth in Section 32; and when signed by any owner of the parcel. The form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail, prior to any issue of recreation privileges as provided by this ordinance.

32. **Proof of Ownership**. Proof of ownership shall be made in one of the following forms:

- (a) Written copy of legal deed of title.
- (b) Confirmation of ownership by the District from the County Assessor's office.
- (c) Confirmation of ownership by the District from a local title company.

33. **Proof of Residence**. Proof of residence shall be made in one, or more, of the following forms:

- (a) Written copy of legal lease signed by parcel owner, or authorized agent.
- (b) Valid Nevada Driver's License indicating current street address.
- (c) Verifiable copies of current utility (phone, electric, water and sewer, etc.) bills in assignee's name.
- (d) Valid Washoe County, Nevada, voter's registration card.

34. **Proof of Commercial Tenancy**. Proof of commercial tenancy shall be made with the submittal of a written copy of legal lease signed by the parcel owner, or authorized agent.

Confirmation must be by written document. Written documents need not be certified; however, the District may require further confirmation of uncertified documents.

35. **Application Acceptance**. Application will not be accepted on any parcel if another valid parcel owner or resident application already exists on that parcel. Any application will expire with a change of ownership, residency or tenancy where no party listed on the application continues ownership, residency or tenancy.

36. **Application Approval**. Upon review and verification of the application by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the application. It is the applicant's responsibility to provide the District with all information required for approval.

37. **Application Amendment**. To update information on the application, an approved application may be amended by any verified owner of the parcel, whether or not that owner signed or submitted the original application form.

ARTICLE V. ASSIGNMENT OF PRIVILEGES

38. **Assignment Procedures**. Assignment of recreation privileges will be accepted when filed on the Assignment Form and when accompanied by an approved application, or when an approved application is already on file, and when signed by any owner listed on the application

or any listed owner's designated agent. The assignment form must be filed with the District's Recreation office, in person, by fax, or by mail.

When there is an assignment of recreation privileges, the property owner and assignor shall be jointly and severally liable with assignee(s) respecting any sums of money assignee(s) owes the District related to the use of recreation facilities, including the use of all District-owned meeting facilities.

39. Agent Designation Any Owner listed on an approved application may designate an agent by filing and executing an Agent Authorization Form. An owner may only designate one agent. The agent form must be filed with the District's Parks and Recreation office, in person, by fax, or by mail. Upon review and verification of the agent form by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the form. It is the owner's responsibility to provide the District with all information required for approval.

40. Multi-Parcel Agent Designation. If one agent is to serve as a representative of all units in a multi-parcel complex, an Agent Authorization Form signed by the president of the appropriate homeowners' association and a petition signed by owners representing at least two-thirds (2/3) of the affected parcels must be filed with the District's Parks and Recreation office, in person, by fax, or by mail.

41. Assignment Acceptance. Assignment will not be accepted, on any parcel, if another valid assignment already exists on that parcel. Assignment will expire with a change of ownership, where no party listed on the application continues ownership.

42. Privileges Assignable - Residential Parcels. Every eligible residential parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's eligible family member, or resident, or resident's eligible family member.

43. Privileges Assignable - Commercial Parcels. Every eligible commercial parcel may receive any combination of up to five (5) Recreation Passes or Recreation Punch Cards. A Recreation Pass may be assigned to any property owner's family member, commercial tenant principal, or commercial tenant corporate officer.

44. Assignment Approval. Upon review and verification of the assignment by the District, the Director of Parks and Recreation, or the Director's designee, shall approve the assignment. It is the owner's or agent's responsibility to provide the District with all information required for approval.

45. Assignment Amendments. To update information, the assignment may be amended, and may only be amended, by the person signing the original assignment form. Provided, however, that any owner listed on the approved application or a designated agent of any listed owner may add names of persons to be assigned recreation privileges, to the extent additional privileges are available.

ARTICLE VI. RECREATION PASS

46. A **Recreation Pass**, subject to the other conditions and restrictions of this recreation pass ordinance, provides the pass holder:

- a. free admission to all District-owned beaches; and
- b. reduced season pass rates, at District-owned ski and tennis facilities; and
- c. reduced daily rates at District-owned golf, ski and tennis facilities; and
- d. reduced yearly, quarterly, monthly, or weekly membership rates at District-owned Recreation Center; and
- e. reduced daily rates at the District-owned Recreation Center; and
- f. reduced rates for the rental of the Chateau, Aspen Grove Community Building, Diamond Peak Ski Lodge, Recreation Center, and District-owned athletic fields; and
- g. watercraft launching access at the District-owned boat ramp, for a fee; and
- h. guest access to District-owned beaches for a fee; and
- i. any other recreation privileges determined by the Board.

47. **Term of Pass Issuance**. The Recreation Pass of any person will be limited to a term of not less than six (6) months or more than five (5) years. If no term is specified, the minimum term shall apply.

48. **Pass Expiration**. A Recreation Pass expires when:

- a. the stated expiration date has been exceeded; or
- b. the parcel changes ownership; or
- c. the pass is withdrawn or reassigned to another individual by the owner or his agent; or
- d. payment of the District Recreation Fee is delinquent, or
- e. the pass is voided pursuant to this ordinance.

49. **Ability to Transfer**. All Recreation Passes shall be issued for the sole use of the pass holder and are non-transferable.

50. **Responsibilities of Pass Holder.** It is the responsibility of the pass holder to:
- a. renew his pass on or before the expiration date shown on the pass;
 - b. report lost, stolen, or destroyed passes;
 - c. return all valid passes when eligibility to use passes has expired or when asked by the District to surrender the passes;
 - d. be responsible for the conduct of his/her guests and for any liability resulting from the guests' use of the District's facilities, or the guests' presence in, or at, the facilities.
51. **Lost/Stolen Recreation Pass.** A charge of \$15.00 per pass will be assessed to replace any Recreation Pass that is lost or stolen prior to its date of expiration.
52. **Reassignment Fee.** Reassignment will not be allowed within the initial six months of pass issuance except for the following conditions: (a) the parcel on which the pass is issued changes title; (b) the passholder is deceased; and (c) other circumstances that the Director of Parks & Recreation deems appropriate. In the event of a reassignment where the issued passes are not returned, there will be a charge of \$15.00 per pass assessed to the parcel owner. New passes will not be issued for any other individuals unless this fee is paid or the passes are returned.
53. **Ownership Transfer Fee.** A charge of \$25.00 per parcel will be assessed to the new owner of a parcel if the Recreation Passes issued on the parcel are not returned to the District when a property changes ownership.

ARTICLE VII. RECREATION PUNCH CARD

54. A **Recreation Punch Card** provides the cardholder with a face value of recreation privileges, determined by the Board, which may be applied toward:
- a. the difference between the resident rate and the guest rate for daily beach access, daily boat and jet ski launching; and
 - b. the difference between the resident rate and the retail or nonresident rate for daily access to the District-owned golf, ski, recreation center, and tennis facilities; and
 - c. the difference between the resident rate and the retail or nonresident rate for any other recreation use fee or rental fee as may be determined by the Board.
55. **Expiration Date.** Recreation Punch Cards shall have a term of one year beginning on May 1. All Recreation Punch Cards expire on the first April 30th following the date of issuance, regardless of when issued during the course of that year.
56. **Transferability.** Recreation Punch Cards are issued against the parcel and are transferable to anyone.

57. **Replacement.** Recreation Punch Cards will not be replaced if lost, stolen, destroyed or used up.

58. **Exchange for Recreation Pass.** Once the Recreation Punch Card is used, it can be exchanged for a Recreation Pass only if all amounts that appear to be punched are paid for by the card holder and a \$15.00 invalidation fee is paid to the District.

59. **Refund.** The Recreation Punch Card has no monetary exchange value and therefore cannot be returned to the District for any form of refund or credit, except as provided in paragraph 58 hereof.

ARTICLE VIII. GENERAL USE REQUIREMENTS

60. **Use of Recreation Pass and/or Card at Golf.** A maximum of five (5) Recreation Passes per parcel can be used to obtain discounts for daily access for the District-owned golf courses. No other Recreation Passes can be used to obtain daily discounts at the District-owned golf courses, beyond the five.

61. **Recreation Pass or Card Ownership.** All Recreation Passes and Cards are the property of the District and must be returned upon request, and/or upon the loss of eligibility by the pass holder or card holder.

62. **Deed Restrictions.** Parcels annexed to the District after May 30, 1968, are not eligible for District beach access as per deed restrictions listed on the beach property.

63. **Assumption of Risk.** The pass holder or card holder assumes all risk of personal injury to himself and loss of, or damage to, his personal property resulting from use of the recreation facilities.

64. **Fraudulent Use.** False or misleading information to obtain a Recreation Punch Card or Recreation Pass, or any fraudulent use of such card or pass, will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

65. **Selling of Recreation Privileges.** It is strictly forbidden for any individual to sell an assignment of Recreation Privileges, or to sell individual Recreation Passes or Recreation Punch Cards. Any such sales of privileges, passes, or cards is considered to be fraudulent use and will be grounds for voiding all recreation privileges issued against the parcel. The District reserves the right to pursue any other legal action.

66. **Misconduct.** Use of the District's facilities by any pass holder or card holder is a privilege. For misconduct, a pass holder or card holder may be removed from the facilities and/or his/her privileges, including the immediate confiscation of the Recreation Pass or Recreation Punch Card, may be suspended for any period deemed appropriate by the District or those privileges may be revoked, at the District's sole discretion. Misconduct includes but is not limited to:

- a. failure to abide by any rule, policy, procedure, or regulation established by the District and all such supplemental rules, policies, procedures, or regulations established for each recreational facility; or
- b. violation of any law or ordinance; or
- c. disorderly and/or abusive behavior; or
- d. excessive or improper use of alcohol and/or drugs; or
- e. vandalism or any other form of property damage.

The parent(s), conservator, or guardian of a child who engages in willful misconduct may be jointly and severally liable for the resulting damage. (NRS 41.470, as amended.)

67. Disciplinary Procedures for Misconduct.

a. Incident Report. An employee may, in a timely fashion, submit a written incident report of facts within that employee's own, personal knowledge concerning the alleged misconduct of a user, regardless of whether that user was removed from the premises for that same alleged misconduct.

b. Removal. Under exigent circumstances, a District employee may remove a user from District property, with or without the assistance of the Washoe County Sheriff's Office. Exigent circumstances include but are not limited to a threat of bodily harm, to him/herself or others, a risk of property damage, and/or a persistent refusal to obey the law and/or policies and procedures, or regulations of the District.

(1) Washoe County Sheriff Assistance. The District may request at any time the assistance of the Washoe County Sheriff's Office in maintaining order.

(2) Incident Report. The employee(s) involved in the removal shall file an incident report with the department head of that facility within 24 hours of the occurrence.

c. Suspension, Revocation, or Other Disposition.

(1) **Department Head.** Within a reasonable time following receipt of an incident report, the Department Head may determine that sufficient evidence of serious misconduct exists, indicating adequate grounds for suspension or revocation of privileges. Upon such an assessment, the Department Head shall provide the user with written notice of the accusation(s) and the possible sanction/penalty which may result. The notice shall also provide the user with the date, time and place at which the user may appear before the Department Head and the accusing employee(s), to respond to the claims and to explain the user's position concerning the incident.

(a) **Notice.** The written notice shall be signed by the Department Head and mailed, certified return receipt requested, to the District's record address of the user. Attached to the notice shall be a copy of the incident report(s). If the user is a minor, an additional copy of the notice shall be mailed to the parent(s) or person(s) in loco parentis of the user-child.

(b) **Hearing.** Within five (5) business days of mailing the written notice, unless otherwise agreed by the Department Head and the user, the Department Head shall hold a hearing to determine the accuracy of the representations contained in the Incident Report and to determine what, if any, further action shall be taken by the District. At this hearing, the employee(s) bringing the charges shall provide testimony and the user shall have opportunity to respond and explain. At the close of the hearing, the Department Head may render his/her opinion orally or take the matter under submission. The Department Head shall deliver a written decision concerning the allegations and any resulting suspension or revocation within two (2) business days following the hearing.

(c) **Decision.** The Department Head shall include findings of facts, conclusions of misconduct, and sanction/penalty, if any imposed, in the decision; additionally, the Department Head shall inform the user in the decision of the user's right to appeal the decision to the District's General Manager. Such disposition shall include, but not be limited to, the following: suspension, revocation, reprimand (oral or written), or a determination of no action of no misconduct.

(d) **Notice of Appeal.** In order to avail him/herself of the right to appeal to the General Manager, the user must so inform the General Manager by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within two (2) business days of issuance of the written opinion.

(2) **District General Manager.** Within five (5) business days of the user's notice of appeal letter, the General Manager shall hear the user's appeal. Also at this hearing shall be the charging employee(s) and the deciding Department Head, to respond to the user's assertions. The General Manager shall render his/her written decision within two (2) business days of the appellate hearing. In the decision, the General Manager shall uphold, modify, or reverse, in whole or in part, the Department Head's decision. The General Manager shall advise the user in this written decision of the user's right to appeal the General Manager's decision to the District's Board of Trustees. In order to avail him/herself of the right of final appeal to the Board of Trustees, the user must so inform the Board by letter delivered to the District's Administrative Building (located at 893 Southwood Boulevard, Incline Village, NV 89451) within five (5) business days of issuance of the written opinion from the General Manager.

(3) **Board of Trustees.** The Board of Trustees shall hear the user's duly agendized appeal at the Board's next regularly scheduled public meeting. (NRS 241.030 (3) (d): nothing contained in the Chapter 241 shall require that any meeting be closed to the public.) Also at this hearing shall be the charging employee(s), the deciding Department Head, and General Manager, to respond to the user's assertions. The Board shall render its decision at this

hearing. By its decision, the Board shall uphold, modify, or overturn, in whole or in part, the General Manager's decision. The Board's decision is final.

d. **Right of Representation.** The user may enlist the assistance of legal counsel, of the user's choice and at his/her expense, at any and all stages of these proceedings.

e. **Reservation.** Nothing herein shall preclude the District from utilizing any and all legal and/or equitable remedies, in the stead of or in addition to the present procedure.

68. **Other Issuance.** Nothing in this ordinance shall prevent the District from issuing recreation privileges to employees, former Board members, or anyone else, in the past, present or future, as approved by the Board of Trustees.

69. **Purchase of Additional Recreation Passes or Cards.** If any owner wishes to purchase additional Recreation Passes or Recreation Punch Cards, the owner may do so by paying an additional fee equal to one-fifth of the current District Recreation Fee for each Pass or Card for the parcel in question. Additional Recreation Passes are valid for a period of one (1) year from the date of purchase, unless they expire on an earlier date as provided in paragraph 48 hereof. Additional Recreation Passes can only be purchased for eligible family members of parcel owners or residents. Additional Recreation Punch Cards are valid from the date of purchase until the first April 30th following the date of purchase and can be used by any individual. Additional Recreation Passes or Cards cannot be purchased for commercial parcels and their tenants. An application for additional recreation passes or cards must be filed with the District's Parks and Recreation office.

70. **Personal Identification.** Prior to issuance of any recreation privilege, identification of the person receiving the privilege may be required in the form of a valid photo identification card, such as an automobile driver's license.

71. **Administration.** The General Manager may from time to time adopt, amend, or rescind rules consistent with this ordinance. The General Manager shall hold the final authority to interpret this ordinance and rules adopted thereunder. Such authority shall include the application of this ordinance and rules to specific people, parcels, and circumstances. The day-to-day administration of this ordinance is hereby delegated to the Director of Parks and Recreation.

ARTICLE IX. AMENDMENTS

72. **Modification of Privileges.** The recreation privileges issued under this ordinance shall be modified by the terms of any amendments to this ordinance subsequently adopted by the Board. Nothing in this ordinance shall be deemed to limit the Board's discretion to modify the terms of this ordinance or the application of any such modification to Recreation Passes, Recreation Punch Cards and other recreation privileges outstanding, including alterations in the terms or expiration dates thereof.

73. **Effective Date.** The effective date of this ordinance was January 1, 1988. The terms of this ordinance applied to all recreation privileges that were outstanding on that date. The

Director of Parks and Recreation is empowered to determine how to administer the application of this ordinance to existing privileges. The effective date of this amendment shall be March 26, 1998.

FAMILY TREE

Relationship #	PROPERTY OWNER		Relationship #	SPOUSE OF PROPERTY OWNER
0	OWNER/CO-OWNER	FIRST DEGREE	00	OWNER/CO-OWNER
1	MOTHER		7	MOTHER
2	MOTHER'S SPOUSE		8	MOTHER'S SPOUSE
3	FATHER		9	FATHER
4	FATHER'S SPOUSE		10	FATHER'S SPOUSE
5	CHILDREN		11	CHILDREN
6	CHILD'S SPOUSE		12	CHILD'S SPOUSE
13	GRANDMOTHER	SECOND DEGREE	23	GRANDMOTHER
14	GRANDMOTHER'S SPOUSE		24	GRANDMOTHER'S SPOUSE
15	GRANDFATHER		25	GRANDFATHER
16	GRANDFATHER'S SPOUSE		26	GRANDFATHER'S SPOUSE
17	GRANDCHILDREN		27	GRANDCHILDREN
18	GRANDCHILD'S SPOUSE		28	GRANDCHILD'S SPOUSE
19	SISTER		29	SISTER
20	SISTER'S SPOUSE		30	SISTER'S SPOUSE
21	BROTHER		31	BROTHER
22	BROTHER'S SPOUSE		32	BROTHER'S SPOUSE



16713

R.P.T. : 2,310.00

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

D E E D

THIS INDENTURE, made this 4~~th~~ day of June, 1968, between VILLAGE DEVELOPMENT CO., formerly known as CRYSTAL BAY DEVELOPMENT CO., a Nevada corporation, party of the first part, (hereinafter referred to as "Grantor"), and INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation organized and existing pursuant to the provisions of the General Improvement District Law, Chapter 318, Nevada Revised Statutes, party of the second part (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, all that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

It is hereby covenanted and agreed that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained and used by grantee,

Wills, Edmund, Cooney & Wilson
ATTORNEYS AT LAW
300 SOUTH VIRGINIA ST.
RENO, NEVADA 89502

1671

000101

INDEX 324 PAGE 193

1 its successors and assigns, only for the purposes of recreation
2 by, and for the benefit of, property owners and their tenants
3 (specifically including occupants of motels and hotels) within the
4 Incline Village General Improvement District as now constituted,
5 and, as the Board of Trustees of said District may determine, the
6 guests of such property owners, and for such other purposes as
7 are herein expressly authorized.

8 This covenant shall be in perpetuity, shall be binding
9 upon the successors and assigns of grantee, shall run with and be
10 a charge against the land herein described, shall be for the
11 benefit of each parcel of real property located within the area
12 presently designated and described as Incline Village General
13 Improvement District and shall be enforceable by the owners
14 of such parcels and their heirs, successors and assigns; provided,
15 however, that said Board of Trustees shall have authority to levy
16 assessments and charges as provided by law, and to control, regu-
17 late, maintain and improve said property as in its sole discretion
18 it shall deem reasonable and necessary to effectuate the purposes
19 herein mentioned; and provided, further, the said District shall
20 have the right to use the real property above described for the
21 maintenance and operation of the water pumping facilities now
22 located thereon and such other utility facilities necessary to
23 the operation of the District.

24 Grantor, for the benefit of itself and its successors
25 and assigns in the ownership of real properties located within the
26 presently constituted boundaries of Incline Village General Improve-
27 ment District, and for the benefit of all other owners of property
28 located within said boundaries, and their respective successors
29 and assigns in such ownership, hereby specifically reserves an
30 easement to enter upon the above described real property and to

Wm. Mitchell, O'Connell & Wilson
ATTORNEYS AT LAW
500 SOUTH WASHINGTON ST.
RENO, NEVADA 89605

16712

001102

BOOK 324 PAGE 194

1 use said real property for the recreational uses and purposes
2 specified herein. Said District shall have the authority to
3 impose reasonable rules, regulations and controls upon the use
4 of said easement by the owners thereof.

5 The easement hereby created and reserved shall be appur-
6 tenant to all properties located within the Incline Village
7 General Improvement District, as said District is now constituted.
8 Such easement may not be sold, assigned or transferred in gross,
9 either voluntarily or involuntarily, but shall pass with any
10 conveyance of real properties within said District as now consti-
11 tuted.

12 IN WITNESS WHEREOF, the said party of the first part
13 has hereunto set its hand and seal the day and year first above
14 written.

16 ATTEST:
17 [Signature]
18 Secretary

VILLAGE DEVELOPMENT CO.
By [Signature]
President

21 ATTEST:
22 [Signature]
23 Secretary

ACCEPTED AND APPROVED:
INCLINE VILLAGE GENERAL IMPROVE-
MENT DISTRICT
By [Signature]
President

30

-3-

John, Edmund, James & Wilson
ATTORNEYS AT LAW
300 SOUTH WASHINGTON ST.
RENO NEVADA 89505

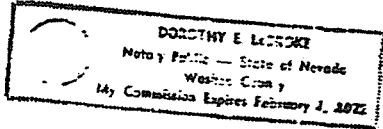
BOOK 324 PAGE 195

1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss

3 On this 17 day of June, 1968, before me, a Notary
4 Public in and for said County and State, personally appeared
5 Francis J. [unclear] and Walter F. [unclear],
6 known to me to be the President and Secretary of the corporation
7 that executed the foregoing instrument, and upon oath, did depose
8 that they are the officers of said corporation as above desig-
9 nated; that they are acquainted with the seal of said corporation
10 and that the seal affixed to said instrument is the corporate
11 seal of said corporation; that the signatures to said instrument
12 were made by officers of said corporation as indicated after
13 said signatures; and that the said corporation executed the said
14 instrument freely and voluntarily and for the uses and purposes
15 therein mentioned.

16 IN WITNESS WHEREOF, I have hereunto set my hand and
17 affixed my official stamp at my office in said County and State,
18 the day and year in this certificate first above written.

[Signature]
Notary Public



1672

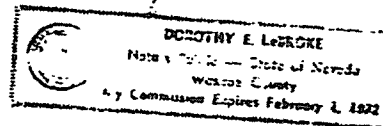
W. H. [unclear], [unclear] & [unclear]
ATTORNEYS AT LAW
100 SOUTH WASHINGTON ST.
LENO, NEVADA 89505

1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss

3 On this 1st day of June, 1968, before me, a Notary
4 Public in and for said County and State, personally appeared
5 George L. Sawyer and David Thompson,
6 known to me to be the President and Secretary of INCLINE VILLAGE
7 GENERAL IMPROVEMENT DISTRICT, the quasi-municipal corporation
8 that executed the foregoing instrument, and upon oath, did depose
9 that they are the officers of said corporation as above designated;
10 that they are acquainted with the seal of said corporation and
11 that the seal affixed to said instrument is the corporate seal
12 of said corporation; that the signatures to said instrument
13 were made by officers of said corporation as indicated after
14 said signatures; and that the said corporation executed the said
15 instrument freely and voluntarily and for the uses and purposes
16 therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 affixed my official stamp at my office in said County and State,
19 the day and year in this certificate first above written.

20
21 Dorothy E. Lesbore
22 Notary Public



DESCRIPTION

Situate in the County of Washoe, State of Nevada, as follows, to-wit:

PARCEL 1

A portion of Lots II, III and IV of Section 22, Township 16 North, Range 18 East, M.-D.B. & M., more particularly described as follows:

Commencing at the Southwesterly corner of Lot 12 in Block N and the Northerly right of way line of Nevada State Highway No. 28, as said lot, block and Highway are shown on the map of Lakeview Subdivision, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 20° 35' 35" West 80.00 feet to a point in the Southerly right of way of said Highway; thence South 69° 24' 25" East 174.28 feet along the Southerly right of way line of said Highway to the true point of beginning of this description, said point of beginning also being the Northwest corner of that certain parcel conveyed to Crystal Bay Development Co. on September 30, 1963, under Filing No. 395633, Washoe County Records; thence continuing South 69° 24' 25" East 1251.79 feet along the Southerly right of way of said Highway to the Northwest corner of that certain parcel deeded to Pacific Bridge Company and Associates on October 23, 1963, under Filing No. 397736, Deed Records; thence South 20° 35' 35" West 574.75 feet, more or less, to Lake Tahoe; thence Westerly along Lake Tahoe to a point from which the true point of beginning of this description bears North 31° 07' 35" East; thence North 31° 07' 35" East to the true point of beginning of this description.

PARCEL 2

Beginning at the Southeasterly corner of Lot 24 in Block H of Lakeview Subdivision, Washoe County, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 15° 11' 27" East 111.13 feet to a point on the Southerly right of way line of Nevada State Highway 28 as it now exists and the true point of beginning of this description, said point of beginning being the Northwest corner of Lot 36 of Lakeshore Subdivision No. 1, as said Lot 36 is shown on the map of Lakeshore Subdivision No. 1, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 28, 1960, and being on a curve concave to the Northeast, having a central angle of 4° 41' 11", a radius of 5040.00 feet and a tangent which bears North 61° 40' 36" West 206.23 feet, thence Northwesterly along said curve and the Southerly boundary of said highway 28, an arc distance of 412.24 feet; thence continuing along the Southerly right of way line of said highway 28, North 56° 59' 25" West 907.76 feet; thence leaving said Highway 28, South 27° 17' 46" West 90.72 feet; thence South 00° 50' 05" West to Lake Tahoe; thence running Southeasterly along Lake Tahoe to a point from which the true point of beginning bears North 28° 08' 35" East (Lakeshore Subdivision No. 1 bearing North 27° 16' 00" East); thence North 28° 08' 35" East along the Westerly boundary of said Lakeshore Subdivision No. 1 to the true point of beginning of this description.

RESERVING FROM the above described parcel an easement for maintaining and operating an existing pumping plant and pipe lines.

116713

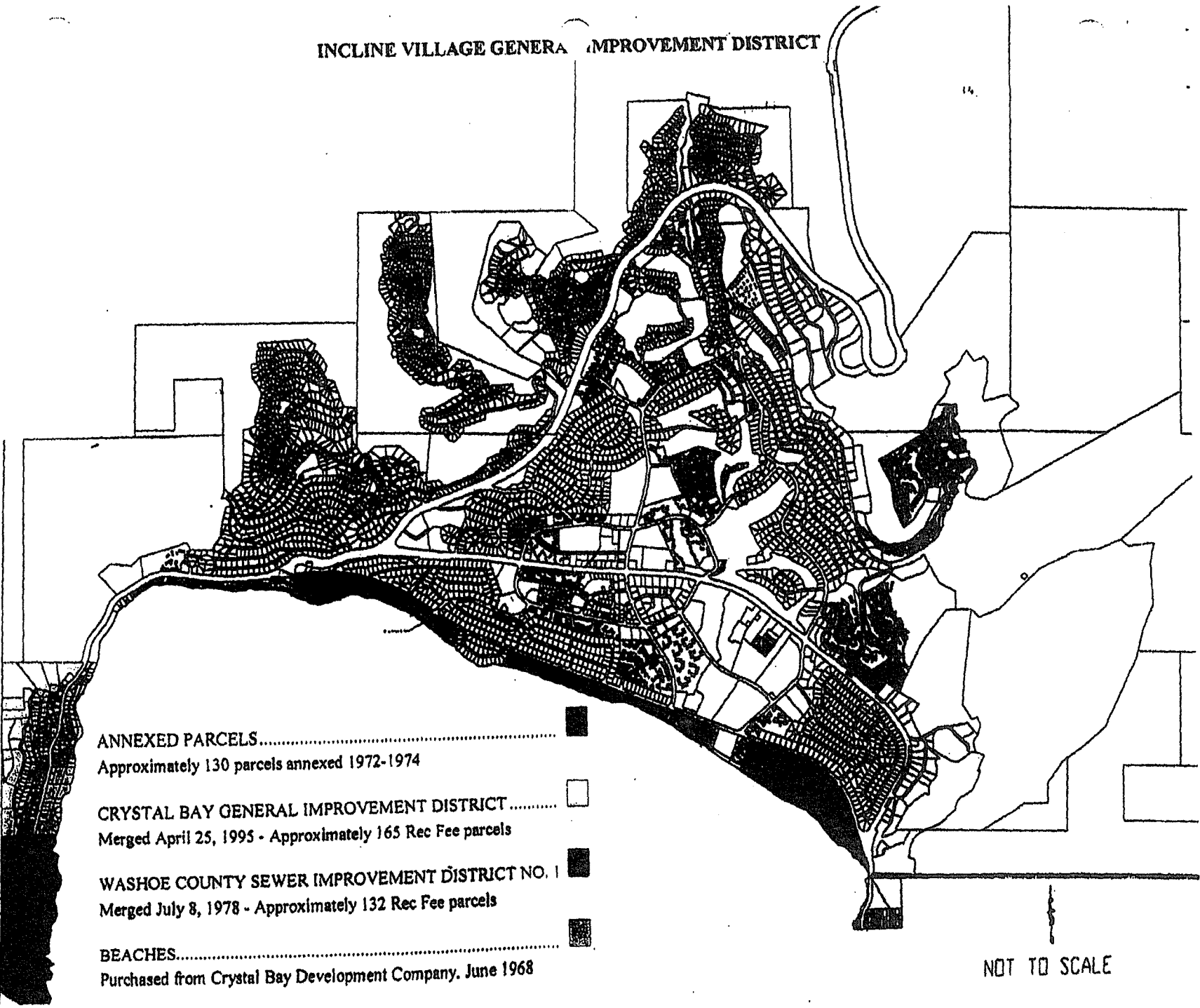
Note of information: Basis of bearings, Lakeview Subdivision.

W. J. ...
...
...

BOOK 324 VOL 197

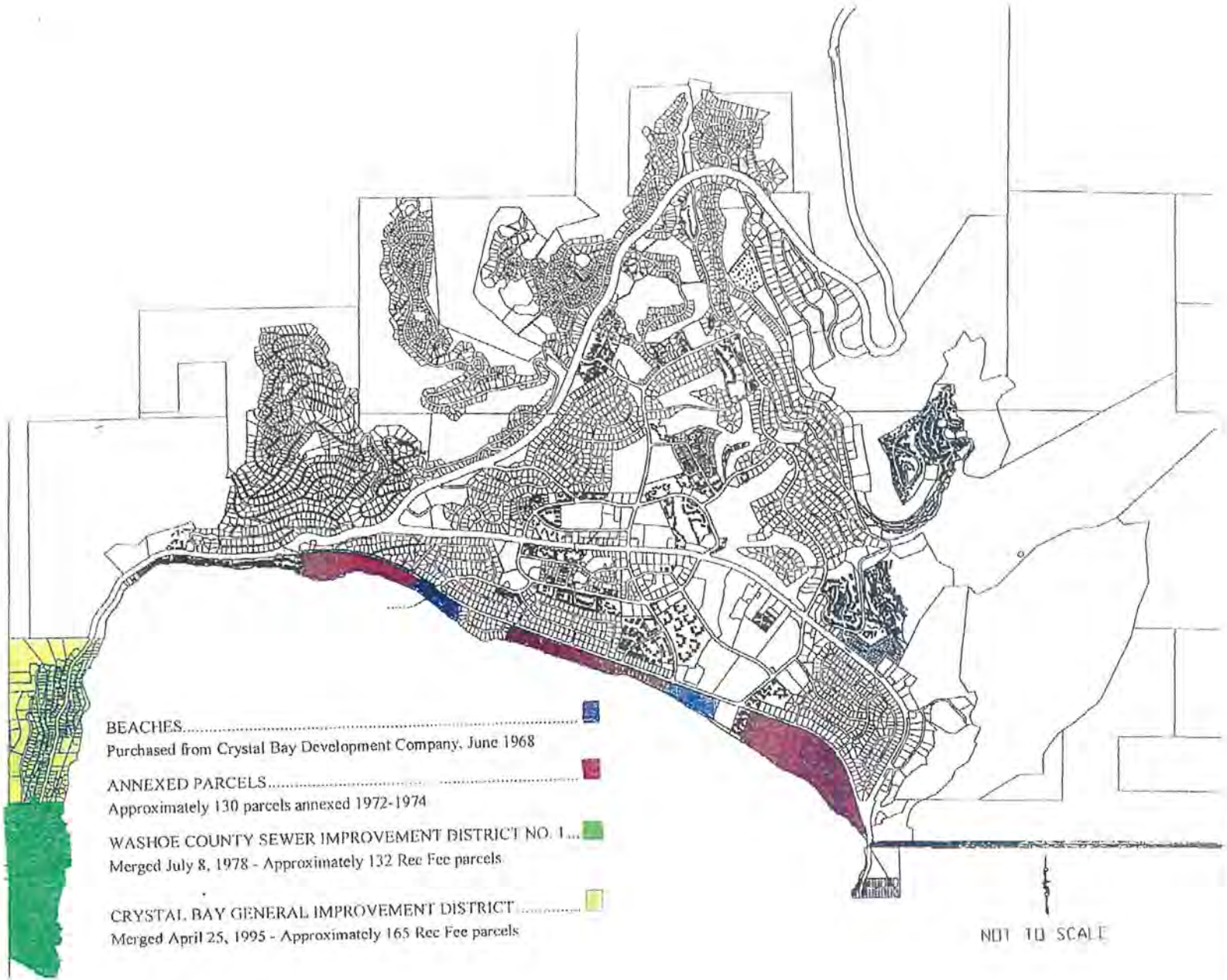
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Attachment A



- ANNEXED PARCELS..... ■
Approximately 130 parcels annexed 1972-1974
- CRYSTAL BAY GENERAL IMPROVEMENT DISTRICT □
Merged April 25, 1995 - Approximately 165 Rec Fee parcels
- WASHOE COUNTY SEWER IMPROVEMENT DISTRICT NO. 1 ■
Merged July 8, 1978 - Approximately 132 Rec Fee parcels
- BEACHES..... ■
Purchased from Crystal Bay Development Company. June 1968

NOT TO SCALE



RESOLUTION NO. 1480

A RESOLUTION ADOPTING A
PERSONNEL MANAGEMENT POLICY

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

WHEREAS, the Board of Trustees of the Incline Village
General Improvement District desires to establish a framework for
the Board and General Manager to use in addressing personnel
matters within IVGID;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

The Policy Statement titled "Personnel Management" attached
hereto as Exhibit A, is adopted as Policy and Procedure Resolution
No. 105.

* * * * *

I hereby certify that the foregoing is a full, true and
correct copy of a resolution duly passed and adopted at a regular-
ly held meeting of the Board of Trustees of the Incline Village
General Improvement District on the 29th day of November
1984, by the following vote:

AYES, and in favor thereof, Trustees:

Jane Maxfield, Bob Wolf, Bob Jones, Syd Brosten

NOES, Trustees: None

ABSENT, Trustees: None

ABSTENTION, Trustee: Tom Duggan


Secretary

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

I. PURPOSE

The Incline Village General Improvement District (IVGID) is committed to maintaining a dedicated and motivated work force, while developing its Staff's technical and professional standards to meeting changing demands for services with the Village. This policy statement establishes a framework which the Board of Trustees and the General Manager will use in addressing personnel matters within IVGID.

II. ROLES

The District operates under a Board-Manager form of government which places the Board of Trustees in the role of establishing overall IVGID policy direction. IVGID Staff is appointed to administer and execute day-to-day operations. The Manager is responsible for supervising these operations and providing general administrative direction.

With regarding to IVGID personnel, it is the Board's responsibility to establish overall guidelines governing IVGID's approach to personnel matters. The Manager's role is to put these guidelines into the day-to-day practice of hiring, firing, motivating, promoting, demoting, compensating, and training individual employees.

III. GENERAL OBJECTIVES

The Board hereby establishes the following general personnel objectives for IVGID.

- Employee Development. IVGID will motivate and train existing employees to become more productive and proficient in their current jobs. Where appropriate, IVGID will encourage employees to develop new skills which might lead to job advancement. Where appropriate, IVGID will cross-train employees to cover temporary vacancies on related jobs.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Attrition Management. IVGID will evaluate alternatives to filling positions which become vacant, as a means to reduce costs. These alternatives may include changes in work routines, job descriptions, work hours, or scope of services. They may include combining positions or reassigning work or personnel from one department to another.
- Recruitment. When vacancies must be filled from outside the ranks of the existing work force, IVGID will recruit and hire the most qualified candidates for the job, based strictly upon merit. Merit selection implies that anyone may apply, and that candidates are evaluated fairly by the appointing authority, based upon job-related criteria established in advance. In general, local recruitment is sufficient for clerical positions, semiskilled laborer positions, lower level technical positions, and all part-time or temporary positions. A larger recruitment area may be required for more highly skilled positions. Where local and non-local candidate are being considered which have equal or nearly equivalent qualifications, the local candidate will be preferred.
- Performance Standards and Evaluations. IVGID will establish clear standards for employee performance, and encourage employees to maintain these standards through ongoing communication with supervisors, performance evaluations, and where necessary, disciplinary procedures, demotion or termination.
- Longevity. IVGID will ensure the longevity of loyal and hard-working employees which have provided many years of faithful service to the community.
- Management. IVIGD will develop senior department heads as a management team which can work with the General Manager in addressing overall IVGID administrative needs and assist the Board of Trustees in policy development.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Guidelines. IVGID will develop a uniform set of guidelines to direct the administration of the District's personnel matters.
- Planning. IVGID will develop a strategic approach to personnel administration which will diagnose long-term problems, anticipate future needs, and develop a stable framework for addressing these problems and needs in an orderly fashion.
- Unions. IVGID will maintain a cooperative relationship with collective bargaining units and their representatives, which establishes a clear understanding of the proper roles for both unions and management.

IV. PROCEDURES

The General Manager is accountable to the Board of Trustees for the fair and efficient execution of these guidelines, as well as the overall performance of IVGID. In order to maintain this accountability, the General Manager must be given the authority to administer personnel matters without direct Trustee intervention or influence.

The following procedures shall govern the personnel practices of IVGID:

- The General Manager shall maintain direct, day-to-day supervision over all District employees, with the exception of the Attorney. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer, and train employees, subject to established personnel guidelines, union contracts, Board policy, and generally accepted personnel practices.
- The General Manager will keep the Trustees informed about the status of all major personnel actions relating to department head positions. Department head appointments and terminations shall be discussed with the Trustees in advance. Information on personnel actions relating to non-department head positions will be provided on an as-requested basis.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- Trustees are encouraged to express their opinion and/or concerns on any personnel matter to the General Manager in private. Trustees, individually or as a body, will refrain from directly intervening in or publicly influencing any personnel matter within the jurisdiction of the General Manager.
- Trustees will exercise their authority to direct Staff, collectively, through the General Manager, at Board meetings. Individual Trustees shall refrain from directing or attempting to directly supervise Staff. This policy statement is not intended to prevent individual Trustees from occasionally making suggestions to supervisor Staff, when such suggestions do not imply supervisory direction.
- All union matters, other than overall negotiation strategy, will be handled by the General Manager. The Board will maintain responsibility for establishing overall negotiation strategy and approving final union contracts.
- The General Manager shall be responsible for coordinating the work of the Attorney with the activities of IVGID Staff, and the Board of Trustees.
- The General Manager shall recommend, and the Board of Trustees shall establish, salary ranges for all non-contract, full-time permanent employment classifications. Salary ranges shall be based upon objective criteria not specific to individual employees, relating to union contracts, market conditions, cost of living, budgetary guidelines, legal considerations, and job descriptions.
- The General Manager shall set a specific salary for each employee within the salary range established by the Board of Trustees. Specific salaries shall be based upon employee-specific information, including qualifications, experience, longevity, and performance evaluations.

EXHIBIT A

Resolution Number 1480
Adopted November 29, 1984

Policy Statement
PERSONNEL MANAGEMENT
Incline Village General Improvement District

- The Board of Trustees shall exercise its exclusive power to create full-time permanent employment positions, considering the recommendations, if any, of the General Manager. The General Manager shall establish, and as deemed necessary, amend detailed job descriptions for positions of employment. The General Manager may create temporary, seasonal and part-time positions of employment, and the wages and terms of employment thereof, subject to general personnel and budgetary guidelines, Board policies, and union contracts.
- The General Manager shall have the authority to establish and revise chains of command, reporting relationships among personnel, organization charts, and other structural matters pertaining to the organization of the District, provided that the Board of Trustees shall exercise the exclusive power to create or abolish operating departments of the District. The Board's power shall be exercised by resolution.
- The General Manager may eliminate positions, combine positions, lay off personnel, or reduce work hours, as deemed necessary to maintain a balanced budget, improve efficiency, or accomplish other administrative objectives, subject to general personnel guidelines, union contracts, legal considerations, or Board policy. Where such actions pertain to full-time permanent personnel, the General Manager shall notify the Board of Trustees of the actions in advance, and the Board may, by majority vote, override such proposals.

EXHIBIT A

Resolution No. 1575

GROUP USE OF BEACHES
Incline Village General Improvement District

WHEREAS, the Incline Village General Improvement District (IVGID) is receiving increasing requests for use of Incline Village beaches for group functions; and

WHEREAS, it is necessary to establish policies governing the number, scheduling, and character of group beach functions;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT that it hereby adopts the attached policy statement, and makes it effective, this 25th day of May, 1989.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 25th day of May, 1989, by the following vote:

AYES, and in favor thereof, Trustees: John Bevel, Joe Marson,
Pam Wight, Bob Wolf

NOES, Trustees: None

ABSENT, Trustees: None


Secretary

Policy Statement

GROUP USE OF BEACHES Incline Village General Improvement District

I. POLICY

It is the policy of the Incline Village General Improvement District (IVGID) that Incline Village beaches are primarily provided for the quiet enjoyment of individual property owners and their guests.

Unreserved Functions. Group functions may occur at the beaches, on an unreserved basis, provided such functions **(1)** do not interfere with the quiet enjoyment of the beaches by other guests; **(2)** do not promote or solicit attendance at the function by persons who are not members of the group; **(3)** do not sell admission to any person or charge any fee for food, beverage, entertainment, or other services; and **(4)** comply with all rules, including those pertaining to admission.

Reserved Functions. Any group function, which fails to meet all of the standards for an unreserved function, may only occur on a reserved basis. Rules for reserved functions are specified under sections II and III hereof.

Applicability. This policy applies to all recreation facilities owned by IVGID which adjoin Lake Tahoe, with the exception of events sponsored by IVGID and any event held at the Burnt Cedar pool. Scheduling of the pool is subject to separate procedures.

II. RESERVED FUNCTIONS

The number of reserved functions shall be limited to six (6) per calendar year, as follows:

1. One function celebrating Independence Day.
2. One function celebrating Labor Day.
3. Four additional functions, scheduled as described below. "Peak Season" is from the Friday before Memorial Day through the Tuesday after Labor Day, inclusive. "Shoulder Season" is the entire year, except the peak season.

Peak Season Functions. Must be scheduled on a weekday (Monday through Friday) and must not occur within seven calendar days of Independence Day or four calendar days of Memorial Day or Labor Day.

Off Season Functions. May occur on a weekday or weekend day.

Each function shall be limited to one day in duration.

The Parks and Recreation Director shall designate a community group to coordinate the Independence Day function, and a community group to coordinate the Labor Day function.

Applications for the remaining four functions shall be submitted to the Parks and Recreation Director by February 1 of each year. Should more than four eligible functions apply in any year, the Parks and Recreation Director shall decide which functions receive approval for reservation, after seven calendar days notice to the IVGID Board of Trustees. Should more than four eligible functions apply in any year, no group shall participate in more than one function.

Should more than four eligible functions apply in successive years, the Parks and Recreation Director shall attempt to rotate functions among different groups. Except for the Independence and Labor Day functions, no function or group shall be considered to have priority over another function or group, by reason of a prior history of holding the function, in earlier years.

Should less than four functions receive reservations in any calendar year, then the Parks and Recreation Director may approve additional functions after February 1, on a first-come, first-served basis.

III. RULES

All reserved group functions shall comply with the following rules:

1. An application must be submitted to the IVGID Parks and Recreation Department office no later than ninety (90) days prior to the date of the requested event.
2. The applicant must be an Incline Village/Crystal Bay group with a non-profit status recognized by the State of Nevada or the federal government.
3. The event must be open to all eligible IVGID Recreation card holders or pass holders and their guests, and no one else (same rules as would apply on any other day that the gates are staffed).

4. The proceeds of the event must be used for the benefit of the Incline Village/Crystal Bay community and its residents.
5. A use fee of up to \$300 will be charged for each day of use, to cover the cost of any additional personnel necessary to host a large event.
6. Liability insurance coverage, in an amount and form determined appropriate by the IVGID Risk Manager, must be provided by the applicant, naming IVGID as an additional insured.
7. Any and all food and beverage items brought onto the premises by the applicant will be sold or supplied at an area designated by the District, without interfering with the District's food and beverage operation.
8. The applicant will provide two portable toilets and one 4-yard dumpster for every five hundred (500) participants.
9. The District may require the applicant to provide additional personnel to work with the District's contracted security service to patrol the areas of use for crowd and traffic control.
10. All proper licensing for the event is the responsibility of the applicant.
11. All cleanup of the facility is the responsibility of the applicant and must be completed immediately after the event or, in the case of a night event, it must be completed prior to 8:00 a.m. of the morning after the event.
12. The event shall not unreasonably restrict or interfere with the right of guests not participating in group functions to use the beaches.
13. The event shall comply with such additional precautions as may be determined appropriate by the Parks and Recreation Director.

IV. ADMINISTRATION

The Parks and Recreation Director shall interpret, administer, and enforce this policy. The Parks and Recreation Director shall

establish additional rules, consistent with the intent of this policy statement, which may apply to any or all events, as necessary to protect IVGID, the interests of individual beach guests, or any other lawful purpose.



Incline Village General Improvement District

BEACH RULES AND REGULATIONS

1. Access to the beaches shall be by valid IVGID Picture Pass, Recreation Punch Card, or Daily Guest Fee (must be present with IVGID Passholder or be authorized to purchase daily guest pass). Trespassing is prohibited at all times.
2. Vehicle parking is allowed in designated areas only. All vehicles in violation of parking restrictions shall be subject to towing at owner's expense. Preferred Parking program is available for Picture Pass Holders during peak summer.
3. No smoking or vaping policy except in designated areas. Please check with District Staff at venues for designated areas.
4. Glass of any kind is prohibited on all beach properties. Plastic cups are available at the beach gate.
5. Pets are prohibited on Incline and Burnt Cedar Beaches at all times. Dogs are allowed on Ski Beach from October 15th – April 15th only.
6. Amplified sound devices not permitted without prior District permission.
7. Skateboards are prohibited on all beach properties.
8. Swimming is allowed in the designated swim areas only.
9. All hard shell watercraft, other than non-motorized inflatables are prohibited in the designated swim areas. Motorized water craft must maintain a minimum distance of 200 feet from designated swim areas.
10. Personal charcoal grills are prohibited.
11. The vehicle speed limit within all District Parks and Beaches is 5mph at all times.
12. Any diving or jumping off rocks or boat ramp is prohibited at all times.
13. All open fire is strictly prohibited.
14. Children, 10 years and younger, must be supervised by a parent or guardians at all times.
15. Group picnic areas are available for reservation for a fee, by calling the Incline Parks and Recreation Department 775-832-1310. Must be valid IVGID Passholder.
16. The kayak/paddleboard storage racks located on Ski and Hermit Beaches are available for long term rentals. Any boats/boards stored incorrectly on beach property will be taken to an offsite storage area and fees will apply. Absolutely, no subleasing of rack spots.
17. Commercial and drone photography is prohibited on all District Properties unless authorized by the District General Manager or designee
18. Beach Chairs are available on a first come, first serve basis. No excessive saving of beach chairs. Personal belongings left unattended for more than one hour on beach chairs are subject to removal.
19. The District, or its representatives, shall have the right to refuse access to any individual or group.
20. The District, or its representatives, also reserves the right to remove individuals from the beaches.
21. Should any of these rules be violated in any way, the District and its agents shall have the authority to revoke recreation privileges in accordance with the rules established by the District in Ordinance No. 7 (Recreation Pass Policy).
22. Zero Tolerance Policy adopted April 2004: Abusive behavior of staff or other customers will not be tolerated. All District rules must be adhered to. Recreation privileges MAY be suspended for any period deemed appropriate or privileges may be revoked at District's sole discretion.

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
Interim District General Manager

SUBJECT: Review, discuss, and possibly approve a month-to-month extension (not to exceed two months) to Tri-Strategies existing contract for Governmental Relations at a cost of \$3,000 per month; not to exceed \$6,000

DATE: June 17, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve a month-to-month extension (not to exceed two months) to Tri-Strategies existing contract for Governmental Relations at a cost of \$3,000 per month; not to exceed \$6,000.

II. BACKGROUND

At the June 10, 2020 Board of Trustees meeting, under the Interim District General Manager's Staff Update, Tri-Strategies representatives gave a very brief presentation on the services provided to date. No workshop date was set at this meeting for further decision of the upcoming Legislative Session. On Tuesday, June 16, 2020, State of Nevada Governor Steve Sisolak gave a press conference in which, amongst other things, he announced that he was going to call a special Legislative Session to discuss the State's budget deficit. Staff has been in touch with Tri-Strategies representatives to try and get insight into what potential impact(s) this special Legislative Session could have on the District. One of the items brought to our attention is the possibility of a sweep of funds/fund balances from local governments as the State of Nevada will be looking at any and all possibilities in making up the State's deficit. A sweep of funds/fund balances, briefly explained, is when the State makes a demand to Washoe County for their consolidated tax revenue. This demand would then cause Washoe County to not provide to the District its share of the consolidated tax revenue. Further, and it hasn't happened in the history of the District but during the recession period, it was considered by the State, to sweep excess funds/fund balances held by local governments in their reserves. This information is not provided to be alarmist but rather to share the magnitude of what having representation versus not having representation during the special Legislative Session could mean to the District. It is commonly known that our Legislators don't understand, through no fault of their

own, general improvement districts. Tri-Strategies has worked diligently to educate legislators as much as possible to be educated on what the District does and their continued representation during this special Legislative Session is probably the best insurance policy that the District could purchase during these uncertain times. By doing this extension, Tri-Strategies will advocate/fight against any sweep of funds/fund balances of the District and coordinate their work, to the best of their ability, with Washoe County's Legislative Advocate. The special session is forecasted to be called starting June 29 and continue for an undetermined amount of time. Tri-Strategies present contract with the District expires on June 30, 2020.

III. FINANCIAL IMPACT

The 2020/2021 operating budget includes funding for legislative consultants and that is where this funding would come from. This expense would total \$6,000 if contracted for two months.

IV. COMMENTS

Assuming that this request is approved, Staff will, as soon as is feasible, ask Tri-Strategies representatives to come before the Board at the earliest possible date to share with them the activities of the special Legislative Session.

MINUTES

SPECIAL MEETING OF MAY 19, 2020 Incline Village General Improvement District

The special meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Tuesday, May 19, 2020 at 6:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

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

Also present were District Staff Members Director of Public Works Joe Pomroy, Director of Finance Paul Navazio, Director of Public Works Joe Pomroy, Director of Golf/Community Services Darren Howard, and General Manager Diamond Peak Ski Resort Mike Bandelin.

No members of the public were present in accordance with State of Nevada, Executive Directive 006, 016 and 018.

C. PUBLIC COMMENTS

Aaron Katz said that he will be submitting several written statements that he asks to be included in the written minutes. What responsible cost cutting, which addresses our Recreation Fee and CIP spending, has Staff authored – none. So let's talk about where we can make reductions – Community Services Administration expenses are phony and he has already written to the Board about that. We already know we are collecting more than our expenses because of smoothing so where do you think the money is going; Community Services Administration so this will reduce over one million dollars in expenses. Second, Central Services Cost Allocation; it is phony too. Just like the Recreation Fee subsidizes overspending in Community Services and the beaches, cost allocation subsidizes overspending in the General Fund. The problem is that Staff tells us that the purpose of the cost allocation is to pay for services that are provided by the General Fund but if you break down the services, there is over \$1.4 million of expenses that has nothing to do with services for Recreation and the beaches meaning there is no justification for cost allocation and that will save another \$1.4

million. Staff has not recommended eliminating any proposed CIP, he says put all of them on hold except for the emergencies and the most vital; this will free up another \$3.5m. The facility fee sub fund represents a half million or more in giveaways to charities and non-profits. It is remarkable that this continues with the present financial situation. Instruct Staff to stop the giveaways as this will free up another half a million. You now see there is no need for the Rec Fee. Besides that, look at our combined fund balances of over \$14.5 million to the beach fund and community services. This means we can avoid the rec fee and the beach fee all together and still end up with \$8 million leftover at the end of next year. Please don't ignore his request to drop the beach fee to no more than \$50. This District entering into a settlement agreement promising this and he expects this Board to adhere to it. The name of the game isn't the ends justify the means. It is following through on what you represented to the public.

Judith Miller said that Staff suggested some very modest budget reductions but until we have a better idea of what reopening is going to look like we really don't know if those cuts will be sufficient. Her question is what does the Board want Staff to do if the revenue projection falls short. Is Staff authorized to spend down the fund balance that was supposedly for future capital projects or will Staff have to come up with cuts in operating costs perhaps layoffs or will they just postpone or delay capital spending. Today the Board needs to give clear direction to Staff on exactly what steps must be taken if revenues don't materialize. Next, with so many other beaches and recreation areas still closed, she expects the demand at the beaches to be greater than ever as soon, as it warms up, especially now that punch cards can be used for beach access. The beach is IVGID's only non-public asset where our residents and property owners can potentially reestablish and maintain our sense of community. Per the beach deed, the Board has the authority to define guest. By defining guests as intended in the original promises made by the developer to the buyers of property, that is those accompanied by an owner or essential a picture pass holder, we can finally have some control over who has access to the beaches. The Staff reports suggests the possibility of doing away with punch cards. That would fit in so well if the Board finally defines guests as far as the beaches are concerned but if the Board is not going to define guest, beginning July 1 at least raise the daily beach fees for anybody not accompanied by a picture pass holder. She already noted in a prior public comment that fees for other non-public Tahoe beaches are double or more what we charge. If you are still going to allow unaccompanied punch card holders to use the beach parking or any parking owned by IVGID, charge them a fee for that. TTD will soon start charging for the spaces near the East Shore trail, why don't we let supply and demand dictate the ultimate price. We finally realized a few years ago, we could charge outsiders a lot more for ski passes. For over ten years, the ski area didn't

come close to covering its expenses. Just by raising the cost of a lift ticket and season passes for outsiders, DP started to make money. We should be doing the same thing with the beaches and other IVGID facilities. Please stop putting the bulk of the burden of maintaining and improving tourist amenities on the property owners and residents. Cut the Rec fee. Place an item on a future agenda to define guest or to at least set increased fees for non-residents and non-property owners. Thank you very much and by the way, could you please check into why the bill pay reports are missing for the period of April 15 to April 29.

Cliff Dobler said Nevada Revised Statute 354.517 which is the law clearly defines an enterprise fund as a fund to account for operations which are financed and conducted in a manner similar to the operations of a private business enterprise wherein the intent of the governing body is to have the expenses, including depreciation of providing those goods and services on a continuing basis to the general public and will be financed and recovered primarily through charges to the users. The law states that the budget and annual reports must be prepared in accordance with generally accepted accounting principles. Government Accounting Standards Board, number 34, paragraph 67, which is generally accepted accounting principle clearly states activities that are required and again are required to be reported as enterprise funds if any one of three criteria is met in the context of the activities principle revenue sources. One criteria is if pricing activities of the policy establishes fees and charges designed to recover its costs including capital costs. Can anyone on this Board or on IVGID Staff tell him what principle, again principle, revenue sources other than charges to users are available to recover costs other than capital costs for community services and the beach? Peter, how about you? Tim, Sara, Matt, Paul – of course there are none. So it must be concluded that the activities at community services, recreational and the beaches are required to be reported as enterprise funds. That the law requires enterprise funds be used to report the activities then there is no choice in reporting that would comply with the law. So Indra, Peter, Kendra, Paul, if the law requires enterprise funds to be used and you need to follow the law, how can you possibly state that there is no right or wrong. Not complying with the law is wrong and it is never right. Can anybody on this Board or on IVGID Staff provide him with any law which gives authority to the Department of Taxation to prohibit any general improvement district from complying with the law. Matt, how about you Tim, Indra, Paul – there is none. The fiscal year 2021 budget must report the activities for the community services and the beaches as enterprise funds. Thank you.

Linda Newman said when you prepare a budget, it must comply with Nevada Revised Statutes and that requires compliance to generally accepted accounting principles. There are no negotiations and no excuses because you just can't do it

right now but you will in the future. Breaking the law is illegal and violating the public trust by preparing a budget that violates the law and ignores the District's own written policies is an egregious assault on the citizens you as elected officials and public officers took an oath to serve. After reviewing thousands of private and public sector budgets, she has never seen one as masterful at raising all the red flags for fraudulent accounting practices. From year to year, there is no consistency. Generally accepted accounting principles are thrown to the wind by improperly accounting and reporting the community services and beaches as governmental funds and not as enterprise funds as required by GASB 34, paragraph 67c. Revenues are inflated and then offset by a fictitious sales allowance at the recreational venues and at the beaches they are fraudulently reported with the use of punch cards that generate no revenues. These revenues magically appear with the unlawful and undisclosed transfers for punch card utilization from the rec fee allocated to community services administration. As any evidence of financial transparency disappears, obsagation flourishes. We have a line item in revenues called "transfers in" that is actually the amount of our rec fee for capital projects and debt service that has surreptitiously been reported in community services administration. There is another line item called "funded capital resources" which is actually money taken out of the net position or fund balance to report as operating revenues. And to raise another alarm is the collection of rec fee from property owners that is not needed. That's right, not needed. The Community Services Fund has more than six million dollars of reserves over and above the appropriate level of fund balance. It does not need a single dollar to provide subsidizes for operations, capital projects or debt service in the new fiscal year. So she asks you now, why are you collecting an IVGID tax that is the maximum allowable for the General Fund which also has a surplus as well as collecting a rec fee from our property owners that is not needed during these difficult and uncertain economic times. And why will you even consider a budget that does not comply with the law and your own Board policies and practices. Thank you.

Margaret Martini said good evening, she would like to start out by asking our Board Chair to more tightly control this meeting. During the May 6 Board meeting Mr. Morris was allowed to ramble on like a buzzard on angel dust for over 60 minutes. As this is a budget meeting workshop, Mr. Morris should not be permitted to perform again and waste time that should be available for substantive questions and comments. That being said, she is deeply disappointed with the Budget and its failure to comply with Nevada law and the Board's own Resolutions, Policies and Practices. For another year you are accounting and reporting Community Services and the Beaches as Governmental Funds although Generally Accepted Accounting Principles require these funds to be reported as Enterprise Funds. And

as you continue to use the improper accounting for these funds, you cannot even comply with the Board Resolution establishing these funds, and you are also making Central Services Cost Allocation transfers to the General Fund that are not permitted under Nevada law. To make matters worse, you are disguising the actual amount of the Recreation Facility Fee that is being used to subsidize the recreational venues. Just the amount for operations is being shown, while all the money allocated for capital projects and debt service is being reported in Community Services Administration and then transferred into the respective venues. This is the-line under revenues-called "transfers in." You have also chosen once again to unlawfully allocate money from our Rec Fee to Community Services Administration to transfer to the beaches to create the non-existent revenues from the utilization of punch cards you are reporting. And, you know this is unlawful, because you also fail to disclose these transfers to the beaches. Is any of this right? Is this what you call financial transparency? After all the months that Staff has been dealing with the fallout from COVID-19 how are the new economic realities reflected in this budget? They aren't. Overall revenue projections equal or exceed 2020. Salaries and benefits, services and supplies and central services costs equal or exceed 2020. So what do we have on 68 pages? A lot of numbers that don't add up. And she means that literally and figuratively. Thank you.

Mike Abel said he is a 13-year resident of Incline Village and that he has two points to address this evening that impinge on our budget. One is how can the Board possibly consider an \$830 rec/beach fee for this coming fiscal year when we have had all of our facilities essentially closed until just this week when they opened the golf course. With unemployment at depression levels and people struggling to pay their bills IVGID management seems to feel that this community prints money for them to distribute as it sees fit. Our community does not need "virtual fitness training" or a \$1 million remodeled tennis center this year. We need a Board with the cajones to tell management to cut payroll, expenses, and our rec fees by a minimum of 30%. Two – this item relates to the insane Smith lawsuit. His petition now signed by 41 community members protests the expenditure of any money with the Erickson/Beko firm on this illegal and dishonest fiasco. Who on this Board is running carnival? The Board and Mr. Winqest are being fed a pile of bovine excrement by Thomas Beko who is intentionally trying to leave IVGID as the last sucker standing to pay all of Mr. Smith's legal fees. Mr. Dobler's summary of the suit that was sent to all of our Trustees earlier this week tells the entire sad story. Save yourselves a lot of hassle and our taxpayer money and fire Beko ASAP. Hire a new attorney – declare defeat and deliver to Mr. Smith the emails and pay his attorney fees. Anything less is just a continuing folly and a further waste of the taxpayer's money. Thank you and have a good evening.

Yolanda Knaack said she is one of the 2020 IVGID candidates and that she is opposed to increasing the beach fee. She knows several people who have lost their jobs permanently and in the light of currently fewer services, it doesn't make sense to raise our beach fee the one we pay with our house taxes. She did e-mail some information to the IVGID Board of Trustees. She does want to focus more on the beaches right now and she looked it up and they have 19 cashiers, 6 boat ramp attendants, 19 beach hosts and she is not sure what they do, 5 assistants, and a beach host manager. Look at the real needs are of the beach and see if we need that many employees at the beach. It is important not to raise the beach fee and really look at staffing and what we really need. Don't place employees in the parking lots to keep non-residents from parking there and what we should really do is place a sign at the entrance saying it is parking for residents only and have that reinforced by the cashiers. Thank you very much.

Frank Wright said he is a candidate for the Board and that he has been telling this new Board that this is an opportunity to change the culture, behavior, etc. and make a new start; let's do things correctly and clean up the mess, change how we collect people's money and spend it, let's do it right. Have an opportunity to change to enterprise funds which you should do and according to the law, have to do; why vacillate and go back and forth and not do what is right and proper in the way in which you manage the District. The Board meetings would be a lot shorter and people would take pride in a well-run and ethically run district. So many things have been exposed that the past Boards have done and the District Manager has done and this stuff is just coming out left and right. A little shocker today, about four hours ago, he had a conversation with the Nevada Ethics Commission, and they called him, he didn't call them and one of the comments that was made to him was that IVGID is well known in the Nevada Ethics Commission because of the things that are going on here. They are constantly getting ethics complaints about what is the practices, policies and behaviors of people and individuals working for IVGID. He can't go into the specifics but he can tell you that it is not a good mark to have them looking at us as some kind of criminal organization. Let's just start doing it right. The Recreation Fee is horrible. People are out of jobs, they are not getting any recreation, they are out of jobs, they have to pay their mortgages, and they have this Recreation Fee which is sometimes greater than the tax fee that is on those mortgages; he doesn't understand it but you know what, it is your job, as Trustees, to look after the people who live here and protect them from losing what they have because of outrageous fees that aren't really spent for our recreation. Thank you.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for changes to the agenda; none were received thus the agenda was approved as submitted.

E. GENERAL BUSINESS (for possible action)

E.1. Review, discuss and provide direction to Staff on the District's Fiscal Year 2020/2021 Operating and Capital Budgets (Requesting Staff Member: Director of Finance Paul Navazio)

Operating Budget

Director of Finance Paul Navazio gave an overview of the submitted materials. Interim District General Manager gave a review of where we have been and what Staff has incorporated since the last budget workshop. Chairman Callicrate said that the District is transitioning over to Enterprise Funds; he doesn't want to get into a fight with the Department of Taxation and that they have sent a letter to the District with an outline of what is to happen and asked Staff to find out how we can expedite the process.

Director of Finance Navazio continued his overview.

Chairman Callicrate said that the Board received five pages in an e-mail, have those five pages been posted; Director of Finance Navazio said they are in the process of being posted.

Director of Finance Navazio continued his overview.

Chairman Callicrate said that he appreciates the presentation and that the numbers are going to be tweaked even more. The quality of service that the community expects, we know we have to cut back where we can. For those venues that are open, we need to maintain the quality because that is what people have come to expect. We are very cognizant to try and find areas where we can cut back. We don't know what is going to happen this summer and we must maintain a certain level of service with some scaling back because the community has come to expect a certain level. All have to make a reduction to the degree we can.

Trustee Morris complimented Staff as they have done a very good job of listening to us. He was very pleased with the time taken to call each individual Trustee and walk through the materials.

Trustee Schmitz said thank you and that she appreciated the amount of time spent with her; in the General Fund, we are actually burdening all of our other funds, different venues, etc., with a higher central services allocation. So what it is doing to each one of these budgets as it is higher and she is concerned about that. On agenda packet page 18, she is concerned because all of the expenditures and uses are up and that this was penciled out by reducing capital and that has risk as we may not have any choice. Services and supplies is up which concerns her. Trustee Schmitz stated that she knows that we are trying to understand the impacts of the whole COVID situation and have scaled back to Scenario 2. Professional services, services and supplies, and cost allocations seems to up across all of these and she is a little puzzled about that.

Director of Finance Navazio said that the Board will be seeing the detail and that it is really tied to Human Resources and Finance costs. While we have made reductions in other areas, we do not have reductions in Human Resources and Finance. So to the extent that we have personnel costs, we have some covered by union contracts, etc. and those are fixed costs and go up by year-by-year. Slight increase from \$1.3m to \$1.47m – Staff is happy to prepare a comparison for this year to next year. As for absorption, really allocating the costs and it is proportionate to all the funds. Methodology for cost allocation should be updated annually to the actual and then apply budget costs to the funds. As to central service allocation, you are right, it is up.

Trustee Schmitz said when we produce the final budget, will you also be providing the cost allocation formula; agenda packet page 114 has it and that is what was used to develop this year's budget. Utilities – utility operations are essential. Most, but not all of the rate increase, was tied to funding capital and some increases in operations. So what Public Works has done is to remove some costs but maintained personnel. Easiest way to make it fit the lower budget particularly since the Board said it would revisit the rate increase is by deferring some of the capital projects works but know that they are just pushed out. We took out \$1.3m from capital projects to cover the increase of costs and the reduction of the revenue.

Director of Finance Navazio said not exactly and what was done is that in the Utility Fund \$680K was taken out of this year's budget and of that \$680,000, and he would reference agenda packet page 112 of the May 7, 2020 material, is we removed \$108,000 out of services & supplies and \$600,000 out of capital.

Trustee Schmitz said referencing agenda packet page 20, the projection for the Mountain Golf Course is over one million dollars in revenue which is up pretty significantly; is that number still correct. Director of Finance said that the Director of Golf Darren Howard can speak to that number; Director of Golf Darren Howard said that we had a ten percent increase up there and we now have food and beverage up there so Staff feels good about that number.

Trustee Schmitz said in taking a glance over services and supplies and professional services, they seem to be increasing so we might want to review. Interim District General Manager Winquest said that most stayed static and that the increase is in the General Fund. He would like to remind everyone that he put a placeholder of \$48,000 for Tri-Strategies for the 2021 Legislative session and the public relations work that they do and that a lot of the professional services are fixed and flat for the year. Typically, when Staff goes through the budget process, there will be changes to the bottom line and we will be for the better. As he has more time, he expects to find more areas to save. In some cases, we are shifting things to later in the year and that we have items that can be cut out of the budget such as travel, conferences, etc. if the facilities don't open or have to close because of the virus; we will manage to that situation. We have very qualified employees who have worked for the District for quite some time and they understand they have to manage to the times and understand the possibility of making difficult decisions.

Chairman Callicrate said let's make sure we are crystal clean on what has been prepared; he feels comfortable on moving forward. Interim District General Manager Winquest said that Staff has gotten some good feedback and that we will move forward with a little bit more fine tuning with these scenarios and that he is comfortable. Director of Finance Navazio said that the Board seems comfortable and Staff will be providing back up to the questions. Previously, the Board gave authority for up to \$45,000 for a consultant for internal controls which is not added to the budget but that he will work with Interim District General Manager Winquest and his staff to work it into the baseline budget. The other one is the utility rate and reserve

study and he thinks that it may not need additional funding; and then the Board, in the new fiscal year, is going out for new legal counsel. The baseline budget essentially retains the existing funding level and if we need to revisit that, we can do that at that time. Staff didn't add money for any of those items at this time but they may be included in the final budget if so directed.

Chairman Callicrate said it is critical that we put that in there as well as it may be appropriate to put in specifics on each of those items. Director of Finance Navazio said Staff will add them into this year's budget. Interim District General Manager Winquest said that Staff has been discussing General Fund reserves as well.

Trustee Schmitz asked if the sale allowance was necessary as it adds to the confusion and asked on transfers in and out if Staff can add language on where it is coming from and where it is going. Director of Finance Navazio said he is happy to do anything that the Board needs to clarify which then goes to the chart of accounts discussion. Transfers are entirely capital and debt and that we do the others and we can highlight it. The account that we hit is transfers. For allowances, it is a good topic for review and is it necessary, the answer is no. It is in there in previous budgets when the District showed everything at net and it was just one line item and there was an interest in breaking out the community benefit. Trustee Schmitz asked if Staff wanted her to bring that question up; Director of Finance Navazio said Staff does need Board input.

At 7:16 p.m., Chairman Callicrate called for a break; the Board reconvened at 7:25 p.m.

Capital Improvement Program Budget

Director of Finance Navazio gave an overview of the submitted materials.

Trustee Dent asked if we could use the popular report in here as we spent a long time trying to develop that project because we lose some detail with this document.

Director of Finance Navazio returned to his presentation.

Trustee Dent said for 20/21 we are planning on spending \$50,000 on the Diamond Peak Master Plan. Director of Finance Navazio said that is correct. Trustee Dent said is that so it can get approved through the Tahoe Regional Planning Agency (TRPA). Director of Finance Navazio said it is for studies

as part of the plan to get the master plan approved. Trustee Dent said that this money has been sitting here for five years and that his concern is that it has been hanging out here for a little bit and that he wants to only plug in what we need. Director of Finance Navazio said what happens to the \$400,000 is that it reverts to fund balance unless the Board reserves it. The Board won't see it in the carryover but it will show up in the out years of the five-year plan. Staff just wants to make it known that \$400,000 is out there but won't be in next year's budget and not until the Board appropriates those dollars. Trustee Dent asked if Staff got around to updating that data sheet. Director of Finance Navazio said that he can't promise that the data sheet is updated but it will be done for the final budget. Trustee Dent said to make sure that it matches up.

Trustee Schmitz said so this \$400,000 is a future year reservation and asked if this is going forward as a carry forward. Director of Finance Navazio said technically it is going back to the fund balance. The column heading changed after discussion with the State of Nevada, Department of Taxation and it means that the appropriation is sitting in limbo; there are only two funding sources for capital - either it is coming from new appropriations or carry forward. There are two other projects where the Board has reserved the fund balance and we will need to do it again this year with the additional two million dollars collected for the Effluent Export Pipeline. Trustee Schmitz said that this sounds like a change from what has been done in the past. Director of Finance Navazio said Staff is carrying over less than what is available and, in the case of the ski project, there will be fifty thousand dollars in next year's budget but Staff is signaling to both the Board and the public that hundreds of thousands is necessary but not spent in next year's budget and Staff will be asking for it wants when it is time to spend it. Trustee Schmitz said so are we reserving that money. Director of Finance Navazio said yes, we can, as long as there are dollars available. If we are spending the reserves down, we will want to reserve it but if there is capacity, then we need to discuss as four hundred thousand dollars is an estimate but it is not firm.

Trustee Dent said, referencing agenda packet pages 33-34, shouldn't we be showing three hundred thousand dollars that would be cancelled from the seven hundred and fifty thousand dollars. Director of Finance Navazio replied or an adjustment and it is the same with definitions too; it should be consistent as we have others that have been zeroed.

Trustee Morris said that he wants to make sure that we don't spin on this as our goal has been not to have huge chunks of money reserved and because we can't predict when it is going to be spent, it will go into the applicable fund balance.

Director of Finance Navazio continued his presentation.

Trustee Dent said that we are sitting at three project priorities and we have always had a handful or more. Given in the fall we talked about Mountain Golf Course cart paths and the Ski Way paving project, he is curious to hear if we should be giving Staff direction to move these projects forward and do so for future Boards; the Mountain Golf Course cart pathways and then Ski Way would be his order followed by resurfacing cart paths with an overlay or a cold in place application and revisit that process as he would like to see if it could be handled much quicker. He thinks that project is entering the design phase so maybe we scale back on the add-ons and get something more for the users. Trustee Dent closed by saying he would like to get the Board's feedback on those two projects.

Chairman Callicrate said that the Board did have quite a conversation and an important aspect is to get a good scope and that it is a good call to make sure we bring that back up along with the other three projects. Ski Way has been a top priority for several Board and yes, there are two priorities that got dropped that need to come up.

Trustee Morris said that he agrees with Trustee Dent and that once we get through this budget then we can prioritize our top five projects and provide Staff with clear direction.

Trustee Wong said that she definitely agrees about Ski Way and that she would like to address that before there is an accident; she would follow with the projects for the Mountain golf course cart pathways, dog park, Burnt Cedar pool and the Incline Beach house.

Director of Finance Navazio continued his presentation.

2020-21 Recreation Fee

Director of Finance Navazio gave his presentation.

Interim District General Manager Winqest revisited the Burnt Cedar pool estimate and the Incline Beach house project.

Trustee Dent said that he sits on the Burnt Cedar design committee and that we told the design team that we had a two million dollar budget and that we are reducing the piggybank.

Chairman Callicrate said with the beaches being the most utilized asset for the guests and residents that it is imperative to build up a fund balance. The last project was at Burnt Cedar and that was twenty years ago. We are doing a disservice to our community and he doesn't want a Taj Mahal at Incline Beach but that the place is a dump. We have these tremendous beaches that are in need of upgrading and updating. He would like to improve the way people move around and see it get up to the standards of the residents. We, as a community, have to put some financial resources into our assets and our beaches are our number one asset. Let's bite the bullet and move forward cautiously. He is in support of moving five hundred dollars to the beaches and three hundred and thirty dollars to community services and to restrict that money to capital projects only. Let's also build some more storage racks and improve the pats. We have an opportunity, as a Board, to move forward on the beach fee and reduce the recreation fee and draw down the reserves which gives us an opportunity to act. Now is the opportunity to move forward and tweak things to the right size; now is the time to move forward.

Trustee Schmitz said that she reviewed the current master plan for the beaches and that everything that is in there totals up to six million dollars which also might have addressed some of the hardscaping. We need to address the Burnt Cedar pool and the Incline Beach house and do so in a modest capacity which she was sure what was in the master plan. She thinks that the community members want improvements for the community members as the beaches are overcrowded and they can't access the facilities. As we move forward, we need to address their access because if they are going to be footing the bill, they need to be assured they can enjoy it. On agenda packet page 60, it shows increasing the beach fee to five hundred dollars for only two years. The community has spoken a number of times that the plan was a bit grandiose and a bit excessive; we need adequate funding for the pool and the beach house. We can't bite all of it at one time as it will take time and multiple years. To go to something that extensive is too much.

Chairman Callicrate said he is looking at only one year for that flip because we don't know what the next Board will look like. The best laid plans can get

hijacked and that is life. He would like to have the Board commit to something like that for one year. We are going to a higher number because it will help us to draw down our reserves while making a commitment to our beaches. He understands about overcrowding, etc. and he is committed to doing what the community wants for our beaches because they have been one the backburner for twenty years. He is flexible on the actual number and this is a great opportunity, in the budgeting cycle, for showing the community that we are making that commitment.

Trustee Wong said that she is not opposed to reallocating the two fees and that she would rather have a scaled approach than a one year big jump. We are talking about two very large projects. We haven't had a conversation about debt and that the most responsible financing would tell you that you match long term debt with the assets. Putting the burden on current owners versus spreading it out. To be fiscally responsible, we should have a conversation about debt as it is irresponsible to not have that conversation.

Chairman Callicrate said that we have a peculiar situation because we have to collect our fees separately and understand the other factors. He agrees about paying over time however not at the beaches because of their private nature.

Trustee Wong said not necessarily because as long as the revenue we collect from the beach fee and the revenue from access and/or boat ramp fees, etc. were used to repay that debt which stays separate from the rest of recreation.

Trustee Schmitz asked if we wanted to ask our District General Counsel to weigh in or reach out to District General Counsel to get clarification.

Chairman Callicrate asked District General Counsel what are we able to do for long term debt at the beaches as he has been under the understanding that trying to bond, because they are a private asset, is something we can't do because we can't encumber the entire community so he would like to get some clarity on whether we can issue some long term debt for the beaches.

District General Counsel Alex Velto said that he would have to look into that question and that he would supply an answer in the next day or two.

Chairman Callicrate said please do so as he wants to make sure he is not in error.

Trustee Dent said that the beaches don't have the revenues to qualify for a bond however the one thing we could do is to raise the overall Recreation Fee as an option. The other option is to determine the needs based on the project priority. It comes down to a needs basis and then what do we need to fund the priorities. Trustee Dent then read from the NRS reference about fixing the fee. The District has been six and eight million dollars in reserves. The venues have exceeded expectations, thank you to Staff for doing that, so we don't need any more money in the Community Services Fund but we do need money in the Beach Fund. Determining the need would be the right approach and funding that asset which is the most used to take care of our residents and property owners. We know that the beaches don't make money so we can determine that need and then drive down the reserves. We have an opportunity to take care of the families and property owners and put the money where the people go to hang out. We have a funding source thus we just have to say let's do it. He doesn't know the number and isn't fixed on a certain number but falling in line with Policy 13.1, let's commit the funds and fund the beaches.

Chairman Callicrate said for the pool, we are going to get the right number. The Beach Master Plan was done four years ago so he wants to be careful about putting out numbers as we have to revisit it because the community wasn't interested so it needs to be reassessed and revisited. He would like to caution everyone about putting figure out there because it was four years ago. We have to come up with an actual plan that address access, egress, check in shacks, etc. so that we make the experience at the beaches the best we can for families and the people who own property here.

Trustee Morris said that we will get some opinion about debt and considering agenda packet page 52, we have been paying debt service as we went into debt for the Burnt Cedar Pool House thus it is clear that we can go into debt on the beaches. We should have that discussion and the appropriate way to use it to accomplish the goals for the Board and the community. As we look at the beaches, if we did all we should do such as replacing the pool, building an quality beach house, reorganizing egress and access to the beaches, etc., we are looking at more than the numbers mentioned earlier so he agrees about not saying the number until we get them. We will probably get those numbers after we set the Facility Fees; he is a very strong advocate for doing something that will last twenty or thirty years.

Chairman Callicrate said he too is absolutely for the long range on anything we build.

Trustee Morris said with that in mind, we don't need to build up the Beach Fund, because at the top of agenda packet page 60, if we were to bond, we don't need the fund balance rather we need an ongoing revenue stream to pay for the debt therefore we shouldn't be looking at getting a big Beach Fund. We won't be able to pay for the Ski Way project because we will be below our required fund balance. We have to consider both sides of the equation as we look at the split. Currently, in the current economics, we are not recommending a fee increase. Eight hundred and thirty dollars is not a huge amount for the vast amount of property owners in the communities of Incline Village and Crystal Bay and the number is reasonable. He could be persuaded to move more over to the beaches and he thinks that all five Board members would vote to get the Burnt Cedar pool done followed by the Incline Beach house however we need to have the debt conversation as we are not making a draconian change in the fees.

Trustee Schmitz said that she agrees with accomplishing these tasks on the pool and the beach house and she supports these two projects. We don't need to do a slam with an influx in one year because projects don't get done that quickly. We should deal with the information we know and increase it by a couple of hundred dollars; let's go to two hundred dollars. In looking at the seven million dollars, she thinks we should take it step by step and begin the design phase. We should put together an implementation plan to finish the pool and have the design work done for the beach house and stage it in. We are not locked in to eight hundred and thirty dollars as we have two separate facility fees; recreation and beach. The District has been racking up excessive reserves so clearly we are taking in more than we need. The reason is because Diamond Peak has been performing for us and we have debt that has sunsetted. We need to come up with a realistic number that doesn't continue to rack up the excessive funds with the same level of services, etc. If we remove two hundred and twenty four dollars and recognize that Diamond Peak is throwing off an excess of one million dollars per year, which is one hundred and twenty two dollars per parcel, then the Recreation Fee is down to three hundred and fifty nine dollars which covers all operational costs and is giving us funds for capital projects as we will draw down the \$7.6 million in reserves and then we will be at a place with an appropriate fee and do so without excess of reserves. One portion could be reduced to three hundred and fifty nine dollars and increase the Beach Fee by two hundred dollars which gives us a reduction to our total fee. We

would be good fiduciaries, draw down on the Recreation Fee and up the Beach Fee, be below the eight hundred and thirty dollars and showing our community that we are acting on their best behalf.

Trustee Dent said that he agrees with Trustee Morris because we could potentially bond by raising the overall Recreation Fee or raising the user fees/boat launch fees. We need to have four million dollars in reserves and we presently have nearly ten million dollars in there and we don't need it. Unless we change the policy, we can take that money and fund the projects that are the priorities for the community and for families. We can move that money over there and still have an excess. We can solve this and give Staff clear direction so let's get it done. As to a reduction in the Recreation Fee, given COVID and that the users haven't been able to access the venues, perhaps a refund is one approach. Revising the split is also possible. We don't know what next year holds so we look at it one year at a time. Four years ago, we selected a design and now we don't have the money or the design therefore we have to put the money to these projects. There has been seven million dollars thrown out, which was an example, so let's throw four million dollars at it as it is a good step. Staff can go okay; the Board is funding it.

Trustee Schmitz said if we don't need anything on the Recreation Fee because we have \$7.6 million, let's make the Beach Fee five hundred dollars and feed the projects from the reserve.

Trustee Dent said yes, we have enough reserves to do nothing this year and everything would stay status quo.

Director of Finance Navazio said that this is a need based approach and that is how the models were developed and the strategies to get there; Director of Finance Navazio then went over that strategy and talked about setting Board direction.

Interim District General Manager Winqwest said that he is glad to hear that everyone agrees that something needs to be done about the Incline Beach house and the challenges it presents as well as the restrooms and that Staff definitely doesn't want to overbuild anything there. There has been a realization about the lack of availability of venues and after the month of May closes, we can have a discussion about possibly giving back to our parcel owners. We don't want to co-mingle COVID impacts of this year with next year as we will have that opportunity to look back at the end of the next fiscal

year. As to beach reserves, we have collected significant funds that have gone to reserves and we agree that we need to commit those funds and that spending down those reserves is the right thing to do. Raising by whatever amount for the beaches does give us some time. Staff is looking at the bonding information of the Burnt Cedar renovation project.

Trustee Wong said that she would like to put one issue to bed; is the Board in favor of staying at eight hundred and thirty dollars total.

Chairman Callicrate said sure and going to five hundred dollars for beaches and nothing on the Recreation Fee is giving a tremendous amount to the members of our community and is an interesting concept. As to the reserves in the Community Services Fund, the community has expressed what they want to keep going with and they don't want us to draw down from where we need to be however we will have to draw down those reserves sooner rather than later. So how does his colleagues feel about keeping the total fees at eight hundred and thirty dollars or going in what direction.

Trustee Morris said that the question is do we think, as a Board, that eight hundred and thirty dollars per year is the right number and then should we discuss the split; he wanted to check a couple of other things and that was when Trustee Schmitz said she was going through the numbers that we are paying fifty dollars for debt service. Trustee Schmitz said we have two hundred and twenty four dollars of debt that has sunsetted. Trustee Morris said thank you for that clarification as it is an important point. The Board has been able to keep the eight hundred and thirty dollars because those fees were specified for debt and we have kept it at eight hundred and thirty dollars. He is in favor of maintaining the eight hundred and thirty dollars for the next year. He appreciates Staff's explanation and he is in favor of doing some benefit or better use of the money they have already paid and doing so at the end of the year. It is important to take note of the punch card values because depending on how we reduce the fees, it reduces in other places. There are a lot of people in all sorts of venues and they would have reduced value and that is something that we have to be aware of. Finally, there has to be some middle ground and that is where he is. He doesn't want to swing the pendulum and is always in favor of trying to keep it reasonable for their own budgeting cycles. Eight hundred and thirty dollars is a good number overall and the split should be draconian. In the Community Services Fund, we have been building up a reserve in prospect of our Community Services Master Plan as there are several things that the community wants us to do

and we need to make sure we have that funding; let's keep a fairly steady ship.

Trustee Dent said, at the end of May, we will have a better understanding of where we are landing and what potential refund we could offer because of COVID and that it is definitely something that we need to do for the current year. He likes funding the beaches at the five hundred dollar level and then three hundred and thirty dollars in the Recreation Fee if we could get some refund checks sometime in June. He could be inclined to go with eight hundred and thirty dollars as we look at one year at a time. We are still not funding the two projects so we need to put a huge chunk of money over there. We could stay with the eight hundred and thirty dollars and he would like to see the Beach Fee go up to account for those priority projects.

Trustee Schmitz said that relief for this fiscal year is a separate conversation and something that should review and the community should be compensated for not having access. She doesn't see a need and that is what the fees are for is to fill the need. We don't have the need to keep it at eight hundred and thirty dollars and in looking at agenda packet page 59, we should reduce the Recreation Fee to three hundred and fifty nine dollars and three hundred and twenty five dollars for the beach which is a total of six hundred and eighty four dollars which will mean we have enough money to do the pool and gather more information. This is for one year and what is and has been a challenging time. Interim District General Manager Winquest asked Trustee Schmitz what about Diamond Peak. Trustee Schmitz said that she used that estimate because it has been better to budget. Interim District General Manager Winquest said in normal years, he agrees however his concern about this year is that we don't know if we are banking on one million dollars this year and that makes him super uncomfortable. Also, are you suggesting we draw down the Community Services Fund in both capital and operations. Trustee Schmitz said absolutely and taking the one million dollars from Diamond Peak off the table, there can still be a reduction but not that significant. Yes, we need to draw down the reserves and she was trying to find a way to balance things.

Trustee Wong said that she has always been in favor of leaving the fee at eight hundred and thirty dollars and we can do five hundred for the beaches but she is not comfortable however she does know that we can adjust and understands the needs and logic behind it.

Chairman Callicrate said that he doesn't want us to go below eight hundred and thirty dollars because having consistency is important; he is fine with going to five hundred dollars at the beaches for one year and then reassess next year. Chairman Callicrate said that he has heard that four of us want to keep the total fee at eight hundred and thirty dollars.

Trustee Schmitz said that she is not supportive of a total fee of eight hundred and thirty dollars. The District doesn't need it, we need to spend down our reserves, wanting to go to five hundred dollars for the beaches, you need to get rid of more of the Recreation Fee and get rid of the reserves. Part of the goal was to do that and this approach is for only one year and this doesn't address it at a significant level. So you are not accomplishing what you are trying to accomplish and she will be the odd man out.

Chairman Callicrate said that he wanted to make sure that all five individuals had a chance to weigh in and that we will be drawing down our reserves faster than we think.

Trustee Dent said that we are only setting a budget for one year and that next year's Board can decide whatever they want and we can only control this year. He was in line with Chairman Callicrate last budget season and he is excited to have something be funded down at the beaches and this Board will give clear direction to Staff. We are putting money in that fund and taking care of a neglected venue and taking care of the property owners and families; he likes the idea of funding the beaches.

Trustee Morris said that hearing from the four of us on this matter has been and will be a very good discussion. He has expressed his thoughts and he is in the same place as Trustee Wong and he would support a five hundred Beach Fee and three hundred thirty dollars to the Recreation Fee for this year and that it sounds like we are pretty much there.

Trustee Schmitz said that we all have the same objective as we all want to make improvements to our beaches and we are all on the same page on drawing down our reserves but we aren't taking into consideration that this is a difficult time and we are leaving that portion out of the equation. We need to be giving our residents, our business owners, and renters a little bit of a break.

Chairman Callicrate said and there is an opportunity to give our community a break and we can assess that in the next four to six weeks. The total fee

is not going up or down and the Recreation Center people may be getting refunded something so we are all on the same page. As to how we go about it, there will probably be some kind of refund to the community and he understands Trustee Schmitz' point as he is kind of there on this item.

Trustee Schmitz said, referencing agenda packet page 52, can we have our budget for the Recreation Fee and have our capital broken out as it is another piece that our citizens would appreciate.

Trustee Dent thanked the Board for a good discussion as we talked about priorities and funding of priorities. Thanked all the Board members for doing their homework and participating. He is in favor of having a breakdown of our operating capital and debt so it is clear for us and the community.

Chairman Callicrate called for a break at 9:24 p.m.; the Board reconvened at 9:35 p.m.

Other Topics

Director of Finance Navazio gave an overview of the submitted materials.

Chairman Callicrate said that he appreciates all the documentation and outreach and let's hope that next year will be a little saner as we all get crunched up against deadlines. Resolution 1838 is what we have to live by and he likes the fact about the resolution of intent. He would like to find out who the final arbiter will be at the State as it has been an ambiguous situation. He voted against this action in 2015 so let's do what we have to do and be compliment with the State. He doesn't want to get into a row with the State but he does want to get to a solution that we can all agree upon. He likes the punch card information as it is worthwhile to look at it as well as he appreciates the overview on technology. Thank you for hard work, thank you to the community for their patience, and thank you to his colleagues as this has been a trying time like no other. We are trying to pull together as a team and it is taking longer than he would like but we are accomplishing things.

Trustee Morris said thank you for this presentation and that he is in favor of all that you said. He would like to ask about the food and beverage restructure as he doesn't want any surprises about those changes. Director of Finance Navazio said it is not a total restructure rather it is just individual fund impacts and that it depends on what we are looking for. We are moving

revenues and expenses to different places and Staff is working hard to make sure to avoid any surprises as a result. Trustee Morris said that he agrees that we have to have the discussion as there are a number of must do items that we don't want them to get lost. Let's get them on the long range calendar sooner rather than later.

Trustee Dent said thank you for addressing these other topics as they are concerns that we have been bringing up for a while. Yes, on food and beverage; Resolution 1838, yes, let's comply with that resolution; yes, on punch card accounting and fund accounting. He wants to be clear on the enterprise accounting and yes, to having that resolution, and yes, include a supplemental in enterprise format so we already have a budget done in that format. This is being proactive and including the supplement as it allows us an opportunity to not wait and it is a step in the right direction. We shouldn't limit our options rather we should keep them all on the table.

Trustee Schmitz said, referencing agenda packet page 62, please let her know what the yellow highlighting means, it is important to better understand how our venues are performing, Resolution 1838 – we need to comply, and it is her understanding that instead of a transfer in, we should show revenues for operations, capital, and debt and that this is a change that is coming which she thinks is appropriate; enterprise fund accounting – to comply with the Nevada Revised Statutes is only appropriate that we report with enterprise accounting and it should be submitted as a supplement as she agrees with Trustee Dent that we need to be in compliance with the Nevada Revised Statutes and allow the Department of Taxation to take their time and approve the transition.

Trustee Wong said that food and beverage is a no brainer so we can know how everything stands alone; Resolution 1838 makes sense to her; fund accounting for enterprise funds, the Department of Taxation has already laid out a process for us and why do it different. Providing a supplement is wasting time and makes us look pretty ridiculous. She takes issue about double booking of revenue as Staff is trying to allocate the revenue correctly because of the Recreation Fee split and because anyone can take their picture pass or punch card and get value at any of our venues. Trustee Wong then provided an example which leads into the utilization issue with the accounting following that utilization. Let's use the State's process as trying to apply it retroactively makes us look really silly.

Director of Finance Navazio went over the process for transitioning to Enterprise Fund Accounting and how the documents are being prepared.

Trustee Schmitz asked if Staff will produce a cost allocation table; Director of Finance Navazio said yes. Trustee Schmitz asked if Staff will provide a full time equivalent breakdown for each of the budgets; Director of Finance Navazio said yes.

Interim District General Manager Winquest confirmed that Staff is clear on the direction and that Staff will follow up with the Board of Trustees. There has been a lot of good discussion with a lot of pressure being put upon all of us and taking this to a new level. He appreciates all the conversation tonight.

Chairman Callicrate asked if Staff can get something to the Board that will reaffirm what we have all discussed tonight. Director of Finance Navazio said that is a very reasonable request and that the materials will go to the Board on Friday with an agenda on Thursday.

Chairman Callicrate said that he was happy with the discussion tonight and thanked the Board for their participation.

Trustee Morris said, as a Board, we officially congratulate Trustee Wong on the birth of her daughter.

F. PUBLIC COMMENTS

Linda Newman said that she must emphasis again that the punch card utilization must end as everyone should be aware that the Rec Fee is solely collected for the operations, capital projects, and debt service of the community services venues. Not a single dollar can be collected for the punch card use at the beaches. The beaches are a completely separate fund with different recreational venues. There is no Board approved policy or practice establishing that the division of rec and beach fees dollars determines what percent of the punch card can be used to offset the resident rate from the guest or rack rate. Ordinance 7 allows the holder of punch cards to pay the resident rate at the beaches which is zero. No revenue is recorded from the punch card at the beaches. To create fictitious revenues at the beaches and have Community Services Administration make undisclosed transfers to the beaches to provide the beaches revenue to pay for beach expenses is fraudulent as the Rec Fee is collected from approximately 475 property owners who do not have beach access it is morally reprehensible to use

their money to pay expenses for beaches that they cannot legally use. She would also like to state that it would be critically important since the Community Services Fund and the Beach Fund are actually enterprise funds and in order to account and report them properly in accordance with general accepted accounting principles you have no problem adding their accounting and reporting as a supplemental with the State forms. In that respect, when the State gives you permission to change the accounting and reporting practice so that it is actually in compliance with generally accepted accounting principles you will be set in Fiscal Year 2020/2021 and when you do the CAFR they will be accounted for and reported properly and you will not have to wait until 2022 and have to deal with restating even more years of financials and that is pretty much all she has to say.

Aaron Katz said that he is a bit disturbed as the agenda indicated that there was going to be direction given on the budget and there was no direction given and actually the Board did give direction which was no resolution but rather the direction is a rubber stamp of everything that Staff submitted to you. Where was the discussion about eliminating \$1.2 million in marketing costs? There have been a lot of people that have said that is an absolute waste and not a peep came up about this. Follow what our community is telling us on priorities of projects – really – when have we had a survey that wasn't a BS survey; it was a wish list of things. When are you going to have a survey and tell us what it is going to cost in our Rec Fee. Before you start making plans, survey the property owners and do it in writing. The public hearing next week is an absolute waste. Take a look at the report, paragraph 2, and Mr. Katz then read from that section. He doesn't see anything in there about creating a future CIP project reserve fund. This will be a lie just like a lie on the Recreation Fee going down when paying off the two bonds. You have admitted we don't need the Recreation Fee, now we do need it, so make up your mind. The Diamond Peak Master Plan – you never asked the community if we want it, we don't, and you already took eight hundred and thirty thousand dollars from us. We don't need it so get rid of it and put in back into the fund balance.

Cliff Dobler said wow, you know as he sat and listened about the swapping of the Rec Fee and the Beach Fee, Schmitz is one hundred percent correct on these excess fund balances. Look at agenda packet page 59. There are three scenarios presented and it didn't consider putting in the Ski Way paving, the Burnt Cedar pool and the Incline Beach building. Now notice on the last column to the right, it is 2025, which is five years out, and look at the excess fund balance for both the community services and the beaches. They average eleven million six hundred and sixty six dollars of excess fund balances. Okay, now just deduct what do you need for the paving, \$3.6 million; what do you need for Burnt Cedar, \$2.7 million; and what do you need for the beach building; \$3.2 million. That totals \$9.5 million,

you take that away from the \$11.6 million dollars and you still have \$2.6 million dollars in excess fund balance five years out. So what you are doing here is just keeping a slush fund that you don't intend on spending for five years. Now, you cannot justify this. Now, Morris and Wong, what do you need to borrow money for – you don't need to borrow money. Morris – what do you want to raise the Rec Fee for, you gold digger. Morris – when punch cards are used there is no limit on how much of the value of the punch card is limited to a particular venue, he doesn't know where he has been. Morris – you may find out when you borrow money for the Burnt Cedar pool, there was a common ownership at that point in time and they pledged all revenues of all funds except for utilities. There is no more common ownership and no one will loan you a dollar only pledging beach fund revenues. Morris – do you actually know what is going on. Navazio – very simple, he doesn't like the idea of putting out a budget and then putting out pages in a packet then all of a sudden slipping in a lot of new pages. You know he has a baseline of what is presented when the agenda comes out and the packet comes out and he would like to see the same numbers and the same packet and not a bunch of new things slipped in. Last but not least, he dittos everything that Linda Newman had said previously. Thank you very much, you guys are trying hard but you know, Sara is one hundred percent right, you have plenty of money and you should give some back because you can't even figure out how to spend it by 2025. You still got a ton and that counting your conservative estimates about budgets at Diamond Peak. This is just, it's sad because you are just not properly considering that you don't need to build up massive reserves so you can go out and do rocket ships.

Yolanda Knaack said she is one of the 2020 IVGID candidates, congratulate Kendra on her baby, that is wonderful, thank you for not raising our IVGID fees on our taxes, like to mention that she is opposed to borrowing money for IVGID, and try to focus on what needs to get done and focus on those things.

Frank Wright said that he is a candidate for the Board. Like to inform the Board and public, that there are people who are hurting and out of jobs and live in this community and they are trying to feed their families. To sit on a massive amount of money that could be used to reduce the Rec Fee and give these people a break is just unthinkable. Why in the world would you do something like that to the people in your community? For Trustee Morris to say that we have something nice for the people in our community, we don't have to have it right now as we have a big pandemic that we are trying to deal with. The problem we have is we don't have legal counsel that understands government. You can't bond, there is no way you can bond Trustee Morris. This is supposedly a private beach, which brings us to the question of why don't we have legal counsel giving us guidance and direction. We have to have legal counsel go and do research and he would like to have that

be reported publicly as he would like to know what legal counsel finds in their study. If you have to charge the rec fee for services we aren't receiving, why. Just drop it. Do we have plenty of money, give people a break. Are the beaches private or public – legal counsel, can you answer that question. Overcrowding of the beaches – so you want to spend all this money to improve the beach properties and you have given your beaches away to the world's tourist. How many people who are residents here in Incline, full or part time, actually use the beaches and actually do not go to the beaches because they are so overcrowded by people that don't live here. How can you make major expansions and budget for them without any legal clarification from any legal authority at your Board meeting giving your guidance and direction? That's why tonight's meeting was so convoluted, heard about all kinds of things, no answers to all these items. All this stuff is really, really weird. This Board is walking a tightrope and we need guidance from a legal firm to understand what is being brought forth to this community. If you don't do that, you are just keep running in circles.

G. ADJOURNMENT (for possible action)

The meeting was adjourned at 10:24 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz (_ pages): Written statement to be included in the written minutes of this May 19, 2020 regular IVGID Board meeting – Agenda Items E(1) and E(2) – Final operational and capital budget workshop – no matter what Staff do to reduce costs, they continue to budget to overspend to the subsidy of Recreation (“RFF”) and Beach (“BFF”) Facility Fee(s). In order to meaningfully reduce costs, the Board *must* reduce the RFF/BFF!

Submitted by Aaron Katz (_ pages): Written statement to be included in the written minutes of this May 19, 2020 regular IVGID Board meeting – Agenda Item E(3) – Proposed Recreation (“RFF”) and Beach (“BFF”) Facility Fee Workshop – When is the Board going to start adhering to the written agreements past

Minutes
Meeting of May 19, 2020
Page 27

Boards have entered into and the promises past Boards have made to local parcel owners insofar as the BFF is concerned?

Submitted by Alexandra Profant (2 pages): IVGID Trustee's Meeting May 19 2020
Public Comment submitted by Alexandra Profant

Submitted by Joy Gumz (2 pages): E-mail dated May 19, 2020 – Getting the District's financial house in order

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MAY 19, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEMS E(1) AND E(2) – FINAL OPERATIONAL AND CAPITAL BUDGET WORKSHOP – NO MATTER WHAT STAFF DO TO REDUCE COSTS, THEY CONTINUE TO BUDGET TO OVERSPEND TO THE SUBSIDY OF RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEE(S). IN ORDER TO MEANINGFULLY REDUCE COSTS, THE BOARD *MUST* REDUCE THE RFF/BFF!

Introduction: After two (2) budget workshops and five (5) revised reduced revenue scenarios, staff now propose nothing more than a blended reduced revenue scenario which again budgets to the constant of RFF/BFF and central services subsidies with essentially no reductions whatsoever in initially proposed capital improvement project (“CIP”) expenditures¹. As long as staff refuse to budget to a lower or no RFF/BFF, lower central services cost subsidies, as well as reduced CIPs, *it doesn’t matter what cost cutting measures are implemented*. Since staff continue to refuse to listen to the Board, there’s only one way to force them to meaningfully reduce overspending. And that’s to reduce/eliminate the RFF/BFF and central services subsidies. And that’s the purpose of this written statement.

Insofar as Possible Cost Cutting Measures Are Concerned, as You Can See Below, the Only Realistic Categories Where Cost Cutting Can Possibly Occur, Continue to Be Personnel, Services and Supplies, Central Services and CIPs: I previously supported this assertion with argument at the Board’s May 7, 2020 workshop so I won’t repeat myself here. However, take a look at proposed *reduced* central services transfers to the General Fund. *THERE ARE NONE*²!

How about proposed *reduced* Community Services and Beach Fund CIP expenditures? *THERE ARE ESSENTIALLY NONE*¹!

How about proposed *reduced* RFFs/BFFs? *THERE ARE NONE*³!

So With the Foregoing in Mind, Let’s Examine Staff’s Final Proposed Cost Reductions Insofar as Each of the District’s Recreation Venues (Including the Beaches) is Concerned: I have created spreadsheets (below) depicting staff’s cost cutting proposals. These are compared to staff’s initial proposed budget as well as its five (5) revised reduced revenue scenarios:

¹ I say essentially *none* because out of \$3,792,040 initially proposed on Community Services Fund CIPs, staff have now proposed *a meager* \$142,615 or 3.76% reduction. But upon closer inspection there has been no reduction. \$113,985 of Mountain Golf cart acquisition costs have been reduced to \$0.00 [see page 33 of the packet of materials prepared by staff in anticipation of this May 19, 2020 Board meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/Package-Workshop_5-19-2020.pdf (“the 5/19/2020 Board packet”)}] because of lease rather than purchase. And insofar as initially proposed Beach Fund CIPs are concerned, *no reductions whatsoever* have been proposed!

² See page 17 of the 5/19/2020 Board packet.

³ See page 52 of the 5/19/2020 Board packet.

Championship Golf						
	Proposed ⁴	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ⁹
Personnel	\$ 2,263,958	(\$ 105,256)	(\$ 133,160)	(\$ 230,687)	(\$ 230,687)	(\$ 133,160)
Services & Supplies	\$ 1,113,183	(\$ 49,600)	(\$ 52,380)	(\$ 89,269)	(\$ 89,269)	(\$ 50,957)
Cost of Goods Sold	\$ 1,152,375					(\$ 239,669)
Other	\$ 315,031					(\$ 4,952)
Central Services	\$ 254,820	(\$ 0)	(\$ 9,500)	(\$ 19,114)	(\$ 19,114)	(\$ 0)
Capital Improvements	\$ 1,535,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	(\$ 0)
Total	\$ 6,634,367	(\$ 135,856)	(\$ 176,040)	(\$ 320,070)	(\$ 320,070)	(\$ 428,738)

Mountain Golf						
	Proposed ¹⁰	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ¹¹
Personnel	\$ 551,847	(\$ 23,947)	(\$ 26,464)	(\$ 165,164)	(\$ 165,164)	(\$ 24,910)
Services & Supplies	\$ 352,789	(\$ 1,576)	(\$ 1,651)	(\$ 2,401)	(\$ 2,401)	(\$ 3,560)
Cost of Goods Sold	\$ 105,100					(\$ 15,568)
Other	\$ 113,210					(\$ 0)
Central Services	\$ 58,140	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Capital Improvements	\$ 199,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	(\$ 142,615)
Total	\$ 1,380,086	(\$ 16,523)	(\$ 19,115)	(\$ 158,565)	(\$ 158,565)	(\$ 209,038)

⁴ See page 115 of the packet of materials prepared by staff in anticipation of the Board's May 7, 2020 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/5-7-2020_Workshop_Packet.pdf] ("the 5/7/2020 Board packet").

⁵ "Budget Modifications Consistent with Venues Open and Operational July 1, 2020" (see page 108 of the 5/7/2020 Board packet).

⁶ "Facility Closure I Curtailment of Programs Thr(ough) July 2020 (1-Month)" (see page 108 of the 5/7/2020 Board packet).

⁷ "Facility Closure I Curtailment of Programs Thr(ough) September 2020 (3-Months)" (see page 108 of the 5/7/2020 Board packet).

⁸ "Facility Closure I Curtailment of Programs Thr(ough) December 2020 (6-Months)" (see page 108 of the 5/7/2020 Board packet).

⁹ See page 19 of the 5/19/2020 Board packet.

¹⁰ See page 116 of the 5/7/2020 Board packet.

¹¹ See page 20 of the 5/19/2020 Board packet.

Facilities						
	Proposed ¹²	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ¹³
Personnel	\$ 136,083	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 24,214)
Services & Supplies	\$ 352,898	(\$ 4,659)	(\$ 7,610)	(\$ 11,492)	(\$ 13,292)	(\$ 6,110)
Other	\$ 49,590					(\$ 2,000)
Central Services	\$ 27,420	(\$ 0)	(\$ 1,000)	(\$ 2,000)	(\$ 2,938)	(\$ 0)
Capital Improvements	\$ 100,000	(\$ 15,140)	(\$ 15,140)	(\$ 15,140)	(\$ 15,140)	(\$ 0)
Total	\$ 665,991	(\$ 19,799)	(\$ 23,750)	(\$ 28,632)	(\$ 31,370)	(\$ 32,324)

Ski						
	Proposed ¹⁴	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ¹⁵
Personnel	\$ 4,186,534	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 413,259)	(\$ 0)
Services & Supplies	\$ 2,058,216	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 2,401)	(\$ 0)
Cost of Goods Sold	\$ 529,100					(\$ 0)
Other	\$ 863,449					(\$ 0)
Central Services	\$ 417,600	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 198,328)	(\$ 0)
Capital Improvements	\$ 1,192,000	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 9,246,899	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 613,988)	(\$ 0)

Recreation Center/Community Programming						
	Proposed ¹⁶	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ¹⁷
Personnel	\$ 1,655,644	(\$ 185,133)	(\$ 224,600)	(\$ 283,262)	(\$ 325,599)	(\$ 280,409)
Services & Supplies	\$ 563,979	(\$ 23,042)	(\$ 41,606)	(\$ 62,884)	(\$ 96,847)	(\$ 61,893)
Cost of Goods Sold	\$ 44,559					(\$ 11,159)
Other	\$ 206,410					(\$ 12,000)
Central Services	\$ 133,440	(\$ 0)	(\$ 3,100)	(\$ 6,200)	(\$ 10,600)	(\$ 0)
Capital Improvements	\$ 455,000	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 3,059,032	(\$ 208,175)	(\$ 269,306)	(\$ 352,346)	(\$ 433,046)	(\$ 365,461)

¹² See page 117 of the 5/7/2020 Board packet.

¹³ See page 21 of the 5/19/2020 Board packet.

¹⁴ See page 118 of the 5/7/2020 Board packet.

¹⁵ See page 22 of the 5/19/2020 Board packet.

¹⁶ See page 119 of the 5/7/2020 Board packet.

Community Services Administration						
	Proposed ¹⁸	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ¹⁹
Personnel	\$ 251,978	(\$ 57,274)	(\$ 69,514)	(\$ 83,690)	(\$ 97,991)	(\$ 42,624)
Services & Supplies	\$ 79,068	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 2,300)
Fuels Management	\$ 100,000					(\$ 0)
Other	\$ 8,604					(\$ 999)
Transfers Out	\$ 4,085,212					\$ 12,860
Central Services	\$ 21,300	(\$ 0)	(\$ 2,000)	(\$ 4,000)	(\$ 6,000)	(\$ 0)
Capital Improvements	\$ 90,000	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 4,636,162	(\$ 57,274)	(\$ 71,514)	(\$ 87,690)	(\$ 103,991)	(\$ 33,063)

Parks						
	Proposed ²⁰	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ²¹
Personnel	\$ 428,742	(\$ 23,646)	(\$ 24,479)	(\$ 25,378)	(\$ 26,277)	(\$ 7,753)
Services & Supplies	\$ 302,862	(\$ 0)	(\$ 3,127)	(\$ 1,985)	(\$ 5,097)	(\$ 0)
Utilities	\$ 96,485					(\$ 0)
Other	\$ 14,490					(\$ 0)
Central Services	\$ 45,540	(\$ 0)	(\$ 1,000)	(\$ 2,000)	(\$ 3,000)	(\$ 0)
Capital Improvements	\$ 172,440	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 1,060,559	(\$ 23,646)	(\$ 28,606)	(\$ 29,363)	(\$ 34,374)	(\$ 7,753)

¹⁷ See page 23 of the 5/19/2020 Board packet.

¹⁸ See page 120 of the 5/7/2020 Board packet.

¹⁹ See page 24 of the 5/19/2020 Board packet.

²⁰ See page 121 of the 5/7/2020 Board packet.

²¹ See page 25 of the 5/19/2020 Board packet.

Tennis						
	Proposed ²²	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ²³
Personnel	\$ 158,007	(\$ 50,502)	(\$ 85,887)	(\$ 97,481)	(\$ 97,909)	(\$ 21,439)
Services & Supplies	\$ 63,830	(\$ 4,360)	(\$ 6,500)	(\$ 8,600)	(\$ 10,300)	(\$ 3,500)
Cost of Goods Sold	\$ 15,500					(\$ 8,900)
Other	\$ 14,863					(\$ 0)
Central Services	\$ 13,680	(\$ 0)	(\$ 400)	(\$ 800)	(\$ 1,200)	(\$ 0)
Capital Improvements	\$ 48,600	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 311,897	(\$ 54,862)	(\$ 92,787)	(\$ 106,881)	(\$ 109,409)	(\$ 33,839)

Community Services Totals						
	Proposed	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final
Personnel	\$ 9,632,793	(\$ 445,758)	(\$ 564,104)	(\$ 885,662)	(\$ 1,356,886)	(\$ 534,529)
Services & Supplies	\$ 4,886,825	(\$ 83,237)	(\$ 112,874)	(\$ 176,631)	(\$ 219,607)	(\$ 128,320)
Cost of Goods Sold	\$ 1,846,634					(\$ 275,296)
Fuels Management	\$ 100,000					(\$ 0)
Transfers Out	\$ 4,085,212					\$ 12,860
Other	\$ 1,585,647					(\$ 19,951)
Central Services	\$ 971,940	(\$ 0)	(\$ 17,000)	(\$ 34,114)	(\$ 241,180)	(\$ 0)
Capital Improvements	\$ 3,792,040	\$ 12,860	\$ 12,860	\$ 12,860	\$ 12,860	(\$ 142,615)
Total	\$ 26,901,091	(\$ 516,135)	(\$ 681,118)	(\$ 1,083,547)	(\$ 1,804,813)	(\$ 1,087,851)

Beach						
	Proposed ²⁴	Scenario 2 ⁵	Scenario 3 ⁶	Scenario 4 ⁷	Scenario 5 ⁸	Final ²⁵
Personnel	\$ 1,174,638	(\$ 236,110)	(\$ 282,752)	(\$ 317,396)	(\$ 337,085)	(\$ 142,615)
Services & Supplies	\$ 573,175	(\$ 49,899)	(\$ 83,607)	(\$ 84,203)	(\$ 94,653)	(\$ 72,184)
Cost of Goods Sold	\$ 100,500					(\$ 16,900)
Other	\$ 194,974					(\$ 11,335)
Central Services	\$ 118,920	(\$ 0)	(\$ 6,000)	(\$ 12,000)	(\$ 12,000)	(\$ 0)
Capital Improvements	\$ 454,500	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)	(\$ 0)
Total	\$ 2,616,707	(\$ 286,009)	(\$ 372,359)	(\$ 413,599)	(\$ 443,738)	(\$ 243,034)

²² See page 122 of the 5/7/2020 Board packet.

²³ See page 26 of the 5/19/2020 Board packet.

²⁴ See page 123 of the 5/7/2020 Board packet.

Note That *All* of These Numbers Are Staff's Numbers. I Haven't Added Onto Any of Them. All I Have Done is to Present Them in a Different/Less Deceitful Manner:

Note That Under *All* of These Proposed Cost Cutting Scenarios, the RFF/BFF Remain at Their Current Excessive Levels:

Note That Under *All* of These Proposed Cost Cutting Scenarios, Central Services Cost Transfers to the General Fund Remain at Their Current Excessive Levels:

Note That Under *All* of These Proposed Cost Cutting Scenarios, Capital Spending at *All* of Our Recreational Venues and the Beaches Essentially Remain at Their Current Excessive Levels¹:

The Growth of Community Services and Beach Fund Balances Proves That For at Least the Last Nine (9) Years, the RFF/BFF Subsidies Local Property Owners Have Been *Involuntarily Assessed Have Been Excessive*: On June 30, 2011, the unrestricted balance assigned by staff to the District's Community Services Fund²⁶ was \$4,226,167²⁷. The unrestricted balance assigned by staff to the District's Beach Fund was \$1,177,762²⁷. As of June 30, 2020 staff estimates that the unrestricted balance assigned to the District's Community Services Fund will be \$12,360,444²⁸. And the unrestricted balance assigned by staff to the District's Beach Fund will be \$2,159,282²⁹. How did the fund balance in the District's Community Services Fund increase by \$8,134,277 (on average, \$903,808.56/year) in nine (9) short years? And how did the fund balance in the District's Beach Fund increase by \$981,520 (on average, \$109,057.78/year) in a similar number of short years? The simple answer is Gerry Eick's "smoothing" or "re-purposing." The more complicated answer is:

1. Intentionally budgeting higher than necessary RFFs/BFFs to pay for "virtual bonds" which exist in cyberspace yet not in the real world. In other words, retired recreation general obligation bonds;

²⁵ See page 27 of the 5/19/2020 Board packet.

²⁶ "Fund Balance" is defined as "the residual difference between assets and other inflows and liabilities and other outflows...for budget purposes" [see page 159 of the 2019-20 Budget (https://www.yourtahoeplace.com/uploads/pdf-ivgid/2019-20_Operating_Budget.pdf)].

²⁷ See page 25 of the Comprehensive Annual Financial Report ("CAFR") ending June 30, 2011 ("the 2011 CAFR"). I have attached this page and placed an asterisk next to the referenced numbers as Exhibit "A" to this written statement.

²⁸ See page 24 of the 5/7/2020 Board packet. I have attached this page and placed an asterisk next to the referenced number as Exhibit "B" to this written statement.

²⁹ See page 25 of the 5/7/2020 Board packet. I have attached this page and placed an asterisk next to the referenced number as Exhibit "C" to this written statement.

2. Budgeting for CIPs staff never prosecuted or perpetually carried-forward and in essence never prosecuted (a good example being the Diamond Peak Master Plan). Notwithstanding, since these CIPs were funded, these monies became part of the fund balance:

3. Estimating CIP costs at excessive amounts guarantying excess budgeted sums after completion which got swept into fund balances: and,

4. Budgeting for expenses which were never incurred. But since they were funded, from local property owners' perspective, they might as well have been incurred/spent because they're the ones who paid.

“Any Way the Cookie Crumbles,” Over at Least the Last Nine (9) or More Years Staff Have Realized *More* Recreation/Beach Funds Than Those Necessary to Make the Public’s Recreation/Beach Facilities “Available to be Used:”³⁰

And Since Staff Intentionally Over Budget Expenses to the Given of Excessive RFF/BFF Subsidies, Over at Least the Last Nine (9) or More Years Staff Have Exacted More RFFs/BFFs Than Those Required to Subsidize Overspending:

How Have Staff Been Able to Hide the Fact These Fund Balances Have Been Increasing: given the District’s financials do not reveal yearly positive cash flow? *The answer is budgeting phony expenses to the District’s Community Services Administration sub-fund.*

Instead of reporting that revenues assigned by staff to the District’s Community Services Fund exceed expenses by \$903,808.56/year, on average, staff report a balanced budget because there are no revenues left over after subtracting expenses assigned to the Community Services Administration sub-fund³¹ to report. Similarly, instead of reporting that revenues assigned by staff to the District’s Beach Fund exceed expenses by \$109,057.78/year, on average, staff report a balanced budget

³⁰ As I have demonstrated many times before, according to staff, the RFF/BFF represent nothing more than fees allegedly necessary to make the public’s recreational and beach facilities merely available to be used by those whose properties are involuntarily assessed [see pages 51-56 of the packet of materials prepared by staff in anticipation of the Board’s April 14, 2020 meeting {“the 4/14/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/4-14-2020_BOT_Packet_Regular.pdf)}].

³¹ See pages 71-72 of the 4/14/2020 Board packet. I have attached these pages and placed asterisks next to estimated current year ending 6/30/2020 revenues of \$37,763,530 and expenses of \$37,763,530 assigned to the District’s Community Services Fund as Exhibit “D” to this written statement. In other words, a balanced budget.

because there are no revenues left over after subtracting expenses assigned to the Beach sub-fund³² to report.

Thus whatever amounts exceed revenues and increase fund balances ended up being hidden because they are either assigned to the Community Services Administration sub-fund, or the “Services and Supplies” expense category in the Beach Fund.

Staff’s Phony Community Services Administration Sub-Fund: At the Board’s April 1, 2020, April 14, 2020, and May 7, 2020 meetings I submitted written statements objecting to approval of the proposed 2020-21 CIP budget³³ and preliminary report for the collection of 2020-21’s RFF/BFF³⁴. At pages 204-205 of the 4/14/2020 Board packet and 132-133 of the 5/6/2020 Board packet I provided evidence of how expenses assigned to the District’s Community Services Administration sub-fund and the District’s Beach Fund under Services and Supplies are *phony* and nothing more than a vehicle and placeholder to accumulate funds for future unidentified, un-budgeted and un-appropriated pet projects. In other words, this sub-fund exists to hide the fact the RFF is higher than required by making the public think excess amounts are actually being spent on “something” when in-truth-and-in-fact they aren’t. Remember, these accumulations have been made possible because of Mr. Eick’s “smoothing” and “repurposing” techniques whereby excessive RFFs/BFFs are budgeted to levels “the market will bear” rather than to those actually required because local property owners have gotten used to paying these sums in the past when past recreation bonds had to be serviced.

Staff’s Phony Central Services Costs Allocation: Staff’s budgeted overspending is not limited to the District’s Community Services and Beach Funds. It extends to the District’s General Fund². How do staff balance the revenues and overspending assigned to this fund like it does for the District’s Community Services and Beach Funds? They have concocted another subsidy disingenuously called “central services.” The current 2019-20 Budget³⁵ defines “central services cost allocation” as “the amount allocated between the Utility, Community Service and Beach Funds to cover the cost of services (allegedly) provided by the General Fund under Board Policy.” But not all of staff overspending assigned to the General Fund represents “services provided by the General Fund.” Besides the more obvious examples³⁶, consider: \$474,855 of “General Government” expenditures

³² See Exhibit “B.” I have placed asterisks next to estimated current year ending 6/30/2020 revenues of \$4,360,003 and expenses of \$4,360,003 assigned to the District’s Beach Fund. In other words, a balanced budget.

³³ See pages 202-207 of the 4/14/2020 Board packet.

³⁴ See pages 128-134 of the packet of materials prepared by staff in anticipation of the Board’s May 6, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/5-6-2020_BOT_Packet_Regular.pdf (“the 5/6/2020 Board packet”).]

³⁵ See page 157 of the 2019-20 Budget.

³⁶ Services such as a public relations firm to spew staff propaganda, a lobbyist to influence State legislation, attorney’s fees to fight citizens (like Mark Smith) seeking public records, attorney’s fees to

represented to the State Department of Taxation at page 21 of the District's current 2019-20 Budget³⁷? Or \$216,420 of "Trustees" expenses that are similarly represented³⁷? Or \$456,289 of "General Manager" expenses³⁸ that are similarly represented³⁷? Or \$216,673 of "Communication" expenses that are similarly represented³⁷. Or \$45,376 of "Health and Wellness" expenses that are similarly represented³⁷. Or \$666,445 of "Capital Outlay" expenses that are similarly represented³⁷. Or the rent paid/transferred to the Facilities sub-fund¹³ for the Board's public meetings held at The Chateau³⁹? Or the food, beverage and personnel costs to lay out/tear down that food and beverage I have objected to which is provided to the public at those meetings?

I submit that rather than "the cost of services (allegedly) provided by the General Fund under Board Policy," the Community Service (\$903,200⁴⁰) and Beach (\$110,500⁴⁰) Funds central services cost allocations (a combined \$1,013,700) pay for a portion of this \$2.1 million or more of expenses assigned to the District's General Fund *which have nothing to do with than "the cost of services (allegedly) provided by the General Fund under Board Policy."* Staff have no standing to argue otherwise because when they budget to overspend, every expense ends up contributing to that overspending. Thus it is disingenuous to cherry pick any one or more particular expenditure(s) and declare it/they are subsidized by central services cost allocation versus other revenues assigned to the General Fund.

Moreover, to justify the allocation amongst these three funds staff go through a computation per sub-fund based upon full time equivalent ("FTE") employees³⁹ which includes part-time/seasonal employees, budgeted personnel, accounting and services and supplies expenses⁴¹. Therefore as these costs are reduced in a particular sub-fund or fund, one expects the allocation of central services costs to be reduced by a like amount. *But that's not what takes place here.*

fight citizens (like Aaron Katz) petitioning the courts to address grievances, attorney's to file lawsuits against local citizens (like Kevin Lyons), etc.

³⁷ I have attached this page (go to https://www.yourtahoepace.com/uploads/pdf-ivgid/2019-20_Operating_Budget.pdf) and placed asterisks next to "General Government," "Trustees" and "General Manager" sub-totals as Exhibit "E" to this written statement.

³⁸ Our General Manager renders little if any services directly to our Community Services and Beach Venues because each has its own venue manager (Mike Bandelin for Diamond Peak, Darren Howard for the golf courses, Pandora Bahlman for Parks and Recreation Center, and Susan Mandio for the beaches).

³⁹ Most people don't realize the General Fund is charged to rent The Chateau for the Board's public meetings. Some years ago I made a public records request and Susan Herron responded with the then particulars.

⁴⁰ See page 120 of the 2019-20 Budget.

⁴¹ You can see the current computation at page 114 of the 2019-20 Budget.

Take a look at the Community Services Total spreadsheet above. Notwithstanding staff propose personnel costs be reduced by \$534,529 (5.55%) and services and supplies costs be reduced by \$128,320 (2.63%), they propose *no reduction whatsoever* in the central services costs allocation. Similarly, notwithstanding staff propose personnel costs be reduced by (\$142,615) (12.14%) and services and supplies costs be reduced by \$72,184 (12.6%) in the District's Beach Fund, they propose *no reduction whatsoever* in the central services costs allocation.

Now take a look at staff's proposed budget for the District's phony Community Services Administration sub-fund¹⁹. Staff have proposed budgeting a \$21,300 central services expense. In other words, *phony on top of phony!* But wait; there's more.

Go back to the FTE page in the current 2019-20 budget⁴⁰. There you will see that 2.5 FTEs have been assigned to both Community Services Administration and Tennis. Yet look at the central services costs assigned to both funds; \$21,300 to Community Services Administration yet only \$13,680 to tennis! Why the difference?

Let's go back to page 114 of the current 2019-20 Budget⁴². This is the page which calculates the current fiscal year's central services costs allocation. There you will see that \$1,367,400 was allocated amongst the District's Utility, Community Service and Beach Funds based upon budgeted General Fund personnel costs of \$3,194,744 and services and supplies costs of \$768,185². Compare these numbers to staff's proposed allocated central services costs for 2020-21; General Fund personnel costs of \$3,186,900 (\$7,844 less than 2019-20) and services and supplies costs of \$780,940 (\$12,755 more than 2019-20). Yet central services costs have increased to \$1,471,440 [a whopping \$104,040 more than 2019-20 (an unbelievable 7.6% increase in a single year)]. But wait; there's more.

Let's go back to page 124 the District's 2018-19 Budget⁴². General Fund personnel costs of \$2,973,924 (\$212,976 less than proposed 2020-21 costs); services and supplies costs of \$1,129,365 (\$348,425 more than proposed 2020-21 costs); and, central services of \$1,169,400 [\$302,040 less than proposed 2020-21 costs (unbelievably, 25.83% less than proposed 2020-21)].

Since the Community Services and Beach Funds Are "Special Revenue" Rather Than "Enterprise," it is Inappropriate to Assign Central Services Costs to Either: The idea of central services cost transfers comes from NRS 354.613(1)(c) which states that,

⁴² Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Annual_Budget_FY2018-19_03122019.pdf.

“Except as otherwise provided (here there is no exception)...the governing body of a local government may...loan or transfer money *from an enterprise fund*, money collected from fees imposed for the purpose for which *an enterprise fund* was created or any income or interest earned on money in *an enterprise fund* only if the loan or transfer is made...for a cost allocation for employees, equipment or other resources related to the purpose of *the enterprise fund* which is approved by the governing body under a nonconsent item that is separately listed on the agenda for a regular meeting of the governing body.”

If one examines the District’s current central services cost allocation⁴⁰, one will see it has been “prepared and calculated in accordance with NRS 354.613 Subdivision 1c and IVGID Board Policy 18.1.0.” If one examines Policy 18.1.0, one will see “this Policy is specific to the equitable distribution of general, overhead, administrative and similar costs incurred by the District’s General Fund in the process of supporting the operation of the District’s *Enterprise Funds*.”⁴³

The operative words here are “*enterprise funds*.” Because here the District’s Community Services and Beach Funds are special revenue rather than enterprise, “cost allocation (transfers) for employees, equipment or other resources” in reliance upon NRS 354.613(1)(c) and Policy 18.1.0 are *impermissible*. Yet as the Board can see, that’s exactly what staff have done.

Like I said, lacking rationality, *staff’s central services costs allocation is phony* because rather than NRS 354.613 and Policy 18.1.0, it is based upon the premise “the ends justify the means.”

Meanwhile Staff Continue to Budget the Give Away Use of the Public’s Recreation Facilities to Local Charities and Non-Profits at Local Parcel/Dwelling Unit Owners’ Expense: Past Board have adopted Resolutions 1619 and 1701⁴³. Resolution 1619 governs the give away of access to and use of the public’s recreational facilities without assessment of user fees. Resolution 1701 governs give away of access to and use of the public’s recreational facilities so the recipients can make money off their use at local parcel/dwelling unit owners’ expense.

To get an idea of the magnitude of cost to local parcel/dwelling unit owners, check out staff’s proposed budget for facilities¹³. There staff propose that \$362,210 of charitable allowances and discounts be extended out of a total of \$788,879 (Nearly 46%) in budgeted rental income. Stated differently, here staff tell us they propose giving away \$362,210 of potential rent revenues to favored charities and non-profits, and at the same time transferring \$300,345 of RFFs and/or Diamond Peak positive cash flow to cover this deceitfully reported loss. Didn’t staff represent to the community in 2001 when it sought their consent to issue bonds to pay for renovations to The Chateau that the facility costs represented in this sub-fund would be offset by catering (today called food & beverage)? *So where is the alleged offsetting catering sales and fee revenue?*

⁴³ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

Moreover, there is *nothing* in NRS 318 which allows general improvement districts (“GIDs”) to give away or donate public property. We’ve had this discussion before. The *only* powers a GID may legitimately exercise are those included in its “initiating ordinance (as long as)...one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein” [see NRS 318.055(4)(b)]. NRS 318.116 mentions nothing about public philanthropy. Moreover, the subject is not addressed anywhere in the remainder of NRS 318. Given Nevada is a *Dillon’s Rule* State [Ronnow v. City of Las Vegas⁴⁴, 57 Nev. 332, 341-43, 65 P.2d 133 (1937)], IVGID exists to *only* exercise those enumerated powers, *and none other* [A.G.O. 63-61, p.102 (August 12, 1963)]. And should there be “any fair, reasonable (or) substantial doubt concerning the existence of power (it) is (to be) resolved...*against* the (municipal) corporation...(and) all acts beyond the scope of...powers (expressly) granted are void” (Ronnow, *supra*, at 57 Nev. 343).

These losses can be eliminated simply by repealing Resolutions 1619 and 1701 as Dillon’s Rule declares. But instead, staff propose no such elimination whatsoever.

For All These Reasons, if the Board Refuses to Reduce Personnel, Services & Supplies, Central Services Costs and CIPs Further, it Should Simply Eliminate 2020’s/2021’s Proposed RFF/BFF:

The Board Can Easily Afford to *ELIMINATE* the RFF/BFF: At page 52 of the 5/19/2020 Board packet staff admit their proposed budget presumes receipt of \$705 in RFFs from 8,203 parcels⁴⁵/dwelling units, and \$125 in BFFs from 7,748 parcels⁴⁵/dwelling units with beach access. That’s a total of \$6,751,615. But assuming staff’s budgeted Community Services Administration entry is phony, and that the RFF/BFF are nothing more than financial subsidies⁴⁶, the RFF subsidy staff requires is really \$963,231¹⁹ less than represented⁴⁷. So if one subtracts \$5,788,384 in proposed 2020-21 net RFFs/BFFs from staff’s combined estimated Community Services (\$12,360,444²⁸) and Beach (\$2,159,282²⁹) Fund balances [as of June 30, 2020 (\$14,519,726)], one will see that the District will still have a more than sufficient remaining combined fund balance (\$8,731,342) left over.

⁴⁴ Go to <https://www.courtlistener.com/opinion/3569018/ronnow-v-city-of-las-vegas/>.

⁴⁵ See page 52 of the 5/19/2020 Board packet.

⁴⁶ On many past occasions I have demonstrated that the RFF is nothing more than a subsidy for an equivalent amount of budgeted overspending assigned by staff to the District’s Community Services Fund (take a look at Exhibit “C” and the reader will see that without the subsidy of the RFF, staff have budgeted to overspend a like amount). Similarly, the BFF is a similar subsidy for an equivalent amount of budgeted overspending assigned by staff to the District’s Beach Fund (take a look at Exhibit “B” and the reader will see that without the subsidy of the BFF, staff have budgeted to overspend a like amount).

⁴⁷ Am I the only one who finds it remarkable how close this number is to the \$903,808.56/year, on average, of the last nine (9) years of increases to the Community Services Fund balance?

Moreover, the Board Cannot Legitimately Assess the RFF/BFF Because it is Not “Required:”

We’ve had this discussion before. Each year when the Board adopts new RFFs/BFFs, it approves a report for their collection on the county tax roll⁴⁸ (see NRS 318.201, et seq). ¶III of that report declares the amounts the Board finds are “required” “for the proper servicing of said identified bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities.” The operative word here is “required.”

But at the Board’s meeting tonight I anticipate the Board as well as staff will admit no facility fee is required. Moreover, rather than “the proper servicing of...bonds and...the administration, operation, maintenance and improvement of said real properties, equipment and facilities,” I anticipate the Board will declare that the justification for the RFF/BFF will be to create/build up one or more reserves to fund a series of CIPs.

If the Board Refuses to Reduce Personnel, Services & Supplies and Central Services Costs Any Further, the Only Other Realistic Expense Category Left to Reduce is CIPs: At the Board’s May 7, 2020 meeting I submitted a similar written statement to the one herein, to be attached to the minutes of that meeting, wherein I addressed staff’s prioritization of CIPs (see pages 144-145 of the 5/7/2020 Board packet). In that statement I went through staff’s proposed Community Services Fund CIPs with a priority of “B,” “C” or “A/B”⁴⁹ and observed they totaled \$1,905,600. This sum can easily be deferred or deleted and the per parcel/dwelling unit RFF savings ***totals roughly \$232/parcel/dwelling unit!***

And if I go through staff’s assigned priorities of “A,” I feel I can disagree with inclusion of the following “vital” CIPs: Champ Golf Bear Boxes (\$6,000), Champ Golf parking lot pavement maintenance (\$55,000), 2017 (it’s only three years old) Toro Aerator (\$26,000), resurface Chateau patio deck (\$36,000), replace two Diamond Peak shuttle buses (\$280,000), Diamond Peak parking lot reconstruction (\$300,000), replace Diamond Peak facilities flooring materials (\$55,000), Ski arc flash study (\$20,000), replace Diamond Peak staff uniforms (\$135,000), recoat Incline Park bathroom floors (\$13,940), and Community Services arc flash study (\$10,000). If these proposed CIPs were deferred or deleted, it would free up another \$936,940 in RFF savings or ***another roughly \$114/parcel/dwelling unit owner!***

I have similarly gone through staff’s proposed Beach Fund CIPs with a priority of “B,” “C” or “A/B”⁵⁰ and see they total \$229,500. Thus they too can be deferred or deleted and the per parcel/dwelling unit BFF savings ***will total another nearly \$30!***

Additionally and as a Cost Cutting Measure, Didn’t I Suggest Elimination of a Proposed \$1.2 Million of Marketing Expenditures at the Board’s March 11, 2020 Meeting⁵¹?

⁴⁸ See pages 48-57 of the 4/14/2020 Board packet.

⁴⁹ See pages 146-147 of the 5/7/2020 Board packet.

⁵⁰ See page 148 of the 5/7/2020 Board packet.

And Didn't I Suggest Elimination of a Proposed \$72,000 of Public Relations Propaganda at the Board's March 11, 2020 Meeting⁵²?

And Didn't I Suggest Elimination of a Proposed \$1,609,000 of Very Easy to Eliminate Community Services and Beach CIP Expenditures at the Board's April 1, 2020 Meeting⁵³?

And Didn't I Suggest Elimination of a Proposed \$72,000 of Hutchison Law Firm Severance Fees at the Board's April 14, 2020 Meeting⁵⁴? My written statement on this subject recommended terminating the Hutchison firm's legal services agreement for a lesser period than six (6) months thus avoiding the need to pay up to \$72,000 in severance fees. Yet at page 66 of the 5/6/2020 Board packet I see where the District is relying upon the severance clause in the "retainer agreement (that calls for a six month period of transition... that...will (not) be complete (until) on or about October 12, 2020." This is an unnecessary waste of \$72,000.

And Didn't I Suggest Elimination of a Proposed \$400,000 of Credit Card Processing Charges at the Board's April 1, 2020 Meeting⁵⁵?

And Didn't I Suggest Elimination of a Proposed \$700/Month in Weather Forecasting Charges at the Board's March 11, 2020 Meeting⁵⁶?

And Didn't I Suggest Elimination of a Proposed \$1,700/Month in Armored Car Pick-Up Charges at the Board's April 14, 2020 Meeting⁵⁷? My written statement on this subject recommended eliminating expenses associated with operating commercial "for profit" business enterprises such as Loomis armored car pick-up services. This is an unnecessary waste of taxpayer monies to be charged against local parcel owners' RFF because they have nothing to do with making Diamond Peak or the Championship Golf Course "available" for their use.

And Didn't Fellow Resident Diane Heirshberg Suggest Elimination of Hundreds of Thousands of Dollars of Proposed Employee Food and Beverage Expenditures at the Audit Committee's April 14, 2020 Meeting⁵⁸? I have heard that over the last five (5) years our staff have spent over \$425,000

⁵¹ See pages 166-170 of the 4/14/2020 Board packet.

⁵² See pages 127-131 of the 4/14/2020 Board packet.

⁵³ See pages 205-206 of the 4/14/2020 Board packet.

⁵⁴ See pages 104-105 of the 5/6/2020 Board packet.

⁵⁵ See pages 216-231 of the 4/14/2020 Board packet.

⁵⁶ See page 131 of the 4/14/2020 Board packet.

⁵⁷ See pages 106-108 of the 5/6/2020 Board packet.

⁵⁸ See pages 55-62 of the packet of materials prepared by staff in anticipation of the Audit Committee's May 6, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/Audit_Committee_Packet_5-6-2020.pdf ("the 5/6/2020 Audit Committee packet")].

on their District credit cards for self/colleague food and beverage purchases. I never knew of the particulars until I read Diane Heirshberg's April 8, 2020 e-mail to Trustees Callicrate and Schmitz⁵⁹. There I learned of "pizza for employees working non-stop," "Gung Ho" meetings at Brewforia, birthdays at MOFOS, lunch "after a tough week," food for a "going away party," and our former General Manager taking people out to dinner as "business entertainment." And this is on top of our former Diamond Peak venue manager taking the principals of one of our vendors, SE Group, out to dinner at the Lone Eagle Grille. These and other expenditures like them are an unnecessary waste of taxpayer monies.

So you see, we don't really need the subsidy of the RFF/BFF.

Conclusion: Hopefully I have demonstrated that we just can't trust our staff's financial reporting. With the unnecessary and wasteful expenditures I and others have heretofore called to the Board's attention, realistically, the RFF/BFF can at the very least be substantially reduced, if not eliminated altogether. And that's exactly what the Board should do. Eliminate the RFF/BFF, direct staff to reduce Community Services and Beach Fund expenditures by a like amount, suspend the expenditure of funds on any CIPs except for the most critical, and then designate the Community Services and Beach Fund balances "restricted" to prevent staff from invading these funds. So are you Board members going to continue business as usual? Or are you going to take away staff's budgeting for excessive spending? Hopefully each of you will incorporate the several modifications I have shared in this written statement.

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

⁵⁹ See pages 55-58 of the 5/6/2020 Audit Committee packet.

EXHIBIT "A"

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 PROPRIETARY FUNDS
 STATEMENT OF NET ASSETS
 JUNE 30, 2011

	Business - type Activities - Enterprise Funds				Business-type Activities Internal Service Funds
	Utility Fund	Community Services Fund	Beach Fund	Total	
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 413,002	\$ 28,218	\$ 8,410	\$ 449,630	\$ -
Investments	2,047,792	1,175,508	-	3,223,300	12,911
Accounts receivable	851,691	35,553	1,578	888,822	-
Interest receivable	18,755	7,491	-	26,246	45,807
Grants receivable	249,620	225,578	-	475,198	-
Due from other governments	-	194,151	24,621	218,772	-
Inventories	171,371	355,059	-	526,430	58,117
Prepaid expenses	3,897	119,010	-	122,907	35,778
Due from other funds	567,788	522,511	1,178,913	2,269,212	161,589
Total current assets	4,323,916	2,663,079	1,213,522	8,200,517	314,202
Noncurrent assets:					
Long-term investments	4,503,000	2,498,875	-	7,001,875	1,012,500
Restricted for debt service reserve	213,324	-	-	213,324	-
TRPA Deposits	18,190	124,392	-	142,582	-
State of Nevada Work Comp Deposit	-	-	-	-	130,605
State of Nevada Sales Tax	-	6,075	-	6,075	-
	4,734,514	2,629,342	-	7,363,856	1,143,105
Capital Assets					
Land	6,520,358	8,690,495	2,304,850	17,515,703	-
Construction in progress	3,533,424	554,720	41,762	4,129,906	-
Water system plant and lines	40,894,430	-	-	40,894,430	-
Sewer system plant and lines	45,123,634	-	-	45,123,634	-
Buildings and structures	10,855,939	54,759,627	3,822,966	69,438,532	-
Equipment, furniture and fixtures	2,853,374	8,541,361	264,733	11,659,468	257,048
Total capital assets	109,781,159	72,546,203	6,434,311	188,761,673	257,048
Less: accumulated depreciation	(50,716,089)	(28,575,411)	(2,671,404)	(81,962,904)	(182,163)
Total capital assets (net)	59,065,070	43,970,792	3,762,907	106,798,769	74,885
Total noncurrent assets	63,799,584	46,600,134	3,762,907	114,162,625	1,217,990
Total assets	68,123,500	49,263,213	4,976,429	122,363,142	1,532,192
LIABILITIES					
Current liabilities:					
Accounts payable	764,414	247,319	25,897	1,037,630	18,918
Accrued personnel costs	85,953	51,028	2,379	139,360	556,097
Accrued interest payable	85,682	107,341	7,484	200,507	-
Unearned revenue	334,926	494,746	-	829,672	-
Refundable deposits	3,200	35,353	-	38,553	-
Current maturities of long-term debt	841,886	1,766,072	108,928	2,716,886	-
Total current liabilities	2,116,061	2,701,859	144,688	4,962,608	575,015
Non-current liabilities:					
Deferred bond issuance costs, net	(70,148)	(159,813)	(20,452)	(250,413)	-
Bond Premium, net	2,788	304,919	-	307,707	-
Non-current long term debt	5,239,500	9,997,642	692,358	15,929,500	-
Total non-current liabilities	5,172,140	10,142,748	671,906	15,986,794	-
Total liabilities	7,288,201	12,844,607	816,594	20,949,402	575,015
NET ASSETS					
Invested in capital assets, net of related debt	53,051,044	32,061,972	2,982,073	88,095,089	74,885
Restricted by Third Party Agreement	231,514	130,467	-	361,981	738,546
Unrestricted	7,552,741	4,226,167	1,177,762	12,956,670	143,746
Total net assets	\$ 60,835,299	\$ 36,418,606	\$ 4,159,835	101,413,740	\$ 957,177
				Adjustment to reflect the consolidation of internal service funds' activities related to Enterprise Funds.	957,177
				Net assets of business-type activities	\$ 102,370,917

The notes to the financial statements are an integral part of this statement.

EXHIBIT "B"

EXPENDITURES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Championship Golf Course				
Salaries and Wages	1,609,876	1,635,000	1,739,948	
Employee Benefits	383,757	470,000	524,010	
Services and Supplies	2,392,390	2,597,800	2,335,820	
Capital Outlay	-	568,200	1,637,000	
Subtotal Championship Golf Course	4,285,423	5,265,000	6,736,778	-
Mountain Golf Course				
Salaries and Wages	340,012	355,000	432,056	
Employee Benefits	93,523	103,000	119,791	
Services and Supplies	525,907	562,000	629,239	
Capital Outlay	-	2,188,200	395,791	
Subtotal Mountain Golf Course	960,442	3,208,200	1,576,877	-
Facilities (Chateau and Aspen Grove)				
Salaries and Wages	76,190	85,000	88,583	
Employee Benefits	37,739	41,000	47,500	
Services and Supplies	368,598	412,840	429,908	
Capital Outlay	-	180,400	100,000	
Subtotal Facilities	482,527	719,240	665,991	-
SKI				
Salaries and Wages	3,072,710	2,970,000	3,135,849	
Employee Benefits	925,074	980,000	1,050,665	
Services and Supplies	3,833,164	3,600,100	3,868,385	
Capital Outlay	-	1,640,850	1,614,000	
Subtotal SKI	7,830,948	9,190,950	9,668,900	-
Community Programming (Including Rec Center)				
Salaries and Wages	1,156,579	1,210,000	1,260,756	
Employee Benefits	321,005	355,000	394,888	
Services and Supplies	819,388	932,300	948,388	
Capital Outlay	-	344,650	489,000	
Subtotal Community Programming	2,296,972	2,841,950	3,093,032	-
Parks				
Salaries and Wages	337,927	398,000	342,681	
Employee Benefits	75,544	75,000	86,061	
Services and Supplies	401,968	354,800	459,377	
Capital Outlay	-	2,168,752	172,440	
Subtotal Parks	815,439	2,925,552	1,060,559	-
Tennis				
Salaries and Wages	136,149	135,000	128,372	
Employee Benefits	26,172	26,000	29,535	
Services and Supplies	91,223	101,490	105,270	
Capital Outlay	-	201,950	1,210,600	
Subtotal Tennis	253,544	464,440	1,473,877	-
Community Services Administration				
Salaries and Wages	153,065	170,000	181,948	
Employee Benefits	43,445	55,000	70,030	
Services and Supplies	166,775	177,400	208,972	
Capital Outlay	-	-	90,000	
Subtotal Comm. Serv. Administration	363,285	402,400	550,950	-
Debt Service - G.O. Revenue Supported Bond				
Principal	-	355,188	362,075	
Interest	-	29,166	21,097	
Subtotal Debt Service	-	384,354	383,172	-
Subtotal - Comm. Services Expenditures	17,288,580	25,403,086	25,210,136	-
Transfers Out	3,678,473			
Transfers Out	329,848			
ENDING FUND BALANCE	13,333,953	12,860,444	10,764,163	-
TOTAL COMMITMENTS & FUND BALANCE	34,630,854	37,763,630	35,974,299	-

Incline Village General Improvement District

Community Services Special Revenue Fund

EXHIBIT "C"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services	1,492,687	1,550,000	1,596,600	-
Facility Fees	975,121	968,500	968,375	-
Investment income	36,188	18,000	11,250	-
Sales of capital assets	-	-	-	-
Capital Grants	-	-	-	-
Subtotal	2,503,996	2,536,500	2,676,425	-
OTHER FINANCING SOURCES:				
Operating transfers In (Schedule 1)	35,000	13,125	-	-
BEGINNING FUND BALANCE	1,413,091	-	-	-
Prior Period Adjustment(s)	(35,000)	-	-	-
Residual Equity Transfers	-	-	-	-
TOTAL BEGINNING FUND BALANCE	1,378,091	1,810,378	2,159,282	-
TOTAL RESOURCES	3,917,087	★ 4,360,003	4,735,687	-
EXPENDITURES				
Salaries and Wages	847,293	870,000	933,692	-
Employee Benefits	190,452	210,000	241,008	-
Services and Supplies	868,771	914,500	987,569	-
Capital Outlay	-	200,000	474,500	-
Debt Service - G.O. Revenue Supported Bond	-	-	-	-
Principal	-	5,812	5,925	-
Interest	-	429	345	-
Subtotal	1,906,516	2,200,741	2,642,977	-
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)	-	-	-	-
Transfers Out (Schedule 1)	198,558	-	-	-
Transfers Out (Schedule 1)	1,635	-	-	-
ENDING FUND BALANCE	1,810,378	★ 2,159,282	2,092,710	-
TOTAL COMMITMENTS & FUND BALANCE	3,917,087	★ 4,360,003	4,735,687	-

Incline Village General Improvement District

Beach Special Revenue Fund

EXHIBIT "D"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services				
Championship Golf Course	3,902,689	4,570,000	5,071,084	
Mountain Golf Course	740,968	615,000	922,166	
Facilities (Chateau & Aspen Grove)	392,246	450,000	529,421	
Ski	11,778,871	10,025,000	10,148,735	
Community Programming	1,364,044	1,320,000	1,364,897	
Parks	46,580	53,000	65,801	
Tennis	153,435	156,000	158,100	
Recreation Administration	(730,819)	(750,000)	(738,000)	
Subtotal Charges for Services	17,648,014	16,439,000	17,522,204	-
Facility Fee				
Championship Golf Course	805,884	172,000	32,808	
Mountain Golf Course	517,661	328,120	221,454	
Facilities (Chateau & Aspen Grove)	468,584	131,248	41,010	
Ski	238,403	(1,640,600)	(1,640,400)	
Community Programming	1,307,104	1,173,029	1,222,098	
Parks	970,052	730,067	729,978	
Tennis	164,416	114,842	114,828	
Recreation Administration	1,350,671	4,773,996	5,060,634	
Subtotal Facility Fees	5,822,775	5,782,702	5,782,410	-
Other miscellaneous				
Operating Grants	17,000	17,000	17,000	
Investment Income	199,322	79,000	52,500	
Sale of Assets	34,567	24,000		
Interfund services (green spaces)	86,060	88,000	99,911	
Intergovernmental (IV high school fields)	14,570	23,000	21,700	
Miscellaneous other & Cell Tower Leases	112,777	110,000	118,130	
Capital Grants	-	1,375,000	-	
Insurance proceeds	50,300	250,000	-	
Subtotal Other Miscellaneous	514,596	1,966,000	309,241	-
Subtotal	23,985,385	24,187,702	23,613,855	-
OTHER FINANCING SOURCES (specify)				
Transfers in (Schedule I)	645,000	241,875		
BEGINNING FUND BALANCE	10,645,469	13,333,953	12,360,444	
Prior Period Adjustments	(645,000)			
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	10,000,469	13,333,953	12,360,444	-
TOTAL AVAILABLE RESOURCES	34,630,854	37,763,530	35,974,299	-

Incline Village General Improvement District

Community Services Special Revenue Fund

EXPENDITURES	(1)	(2)	(4) BUDGET YEAR ENDING 06/30/21	
	ACTUAL PRIOR YEAR ENDING 6/30/2019	ESTIMATED CURRENT YEAR ENDING 6/30/2020	TENTATIVE APPROVED	FINAL APPROVED
Championship Golf Course				
Salaries and Wages	1,509,876	1,635,000	1,739,948	
Employee Benefits	383,157	470,000	524,010	
Services and Supplies	2,392,390	2,591,800	2,835,820	
Capital Outlay	-	568,200	1,637,000	
Subtotal Championship Golf Course	4,285,423	5,265,000	6,736,778	-
Mountain Golf Course				
Salaries and Wages	340,012	355,000	432,056	
Employee Benefits	93,523	103,000	119,791	
Services and Supplies	526,907	562,000	629,239	
Capital Outlay	-	2,188,200	395,791	
Subtotal Mountain Golf Course	960,442	3,208,200	1,576,877	-
Facilities (Chateau and Aspen Grove)				
Salaries and Wages	76,190	85,000	88,583	
Employee Benefits	37,739	41,000	47,500	
Services and Supplies	368,598	412,840	429,908	
Capital Outlay	-	180,400	100,000	
Subtotal Facilities	482,527	719,240	665,991	-
Ski				
Salaries and Wages	3,072,710	2,970,000	3,135,849	
Employee Benefits	925,074	980,000	1,050,665	
Services and Supplies	3,833,164	3,800,100	3,868,386	
Capital Outlay	-	1,640,850	1,614,000	
Subtotal Ski	7,830,948	9,190,950	9,668,900	-
Community Programming (Including Rec Center)				
Salaries and Wages	1,156,579	1,210,000	1,260,756	
Employee Benefits	321,005	355,000	394,888	
Services and Supplies	819,388	932,300	948,388	
Capital Outlay	-	344,850	489,000	
Subtotal Community Programming	2,296,972	2,841,950	3,093,032	-
Parks				
Salaries and Wages	337,927	338,000	342,681	
Employee Benefits	75,544	75,000	86,061	
Services and Supplies	401,968	354,800	459,377	
Capital Outlay	-	2,158,752	172,440	
Subtotal Parks	815,439	2,926,552	1,060,559	-
Tennis				
Salaries and Wages	136,149	135,000	128,372	
Employee Benefits	26,172	26,000	29,635	
Services and Supplies	91,223	101,490	105,270	
Capital Outlay	-	201,950	1,210,600	
Subtotal Tennis	253,544	464,440	1,473,877	-
Community Services Administration				
Salaries and Wages	153,065	170,000	181,948	
Employee Benefits	43,445	55,000	70,030	
Services and Supplies	166,775	177,400	208,972	
Capital Outlay	-	-	90,000	
Subtotal Comm. Serv. Administration	363,285	402,400	550,950	-
Debt Service - G.O. Revenue Supported Bond				
Principal	-	355,188	362,075	
Interest	-	29,166	21,097	
Subtotal Debt Service	-	384,354	383,172	-
Subtotal - Comm. Services Expenditures	17,288,580	25,403,086	25,210,136	-
Transfers Out	3,678,473			
Transfers Out	329,848			
ENDING FUND BALANCE	13,333,953	12,360,444	10,764,163	-
TOTAL COMMITMENTS & FUND BALANCE	34,630,854	37,763,530	35,974,299	-

Incline Village General Improvement District

Community Services Special Revenue Fund

EXHIBIT "E"

EXPENDITURES BY FUNCTION AND ACTIVITY	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/20	
	ACTUAL PRIOR YEAR ENDING 6/30/2018	ESTIMATED CURRENT YEAR ENDING 6/30/2019	TENTATIVE APPROVED	FINAL APPROVED
GENERAL GOVERNMENT				
General Administration				
Salaries and Wages	42,668	28,200	29,160	29,160
Employee Benefits	13,250	17,800	18,896	18,896
Services and Supplies	406,634	434,000	426,799	426,799
Subtotal General Administration	462,552	480,000	474,855	474,855
General Manager				
Salaries and Wages	237,500	247,500	270,144	270,144
Employee Benefits	104,419	114,000	125,205	125,205
Services and Supplies	13,093	50,000	60,940	60,940
Subtotal General Manager	355,012	411,500	456,289	456,289
Trustees				
Salaries and Wages	99,852	100,900	104,340	104,340
Employee Benefits	27,905	24,900	32,480	32,480
Services and Supplies	48,693	50,000	79,600	79,600
Subtotal Trustees	176,450	175,800	216,420	216,420
Accounting				
Salaries and Wages	537,564	566,000	592,315	592,315
Employee Benefits	240,003	268,000	286,686	286,686
Services and Supplies	55,781	68,000	79,296	79,296
Subtotal Accounting	833,348	902,000	958,297	958,297
Information Services & Technology				
Salaries and Wages	368,250	466,100	484,000	484,000
Employee Benefits	145,695	200,000	255,454	255,454
Services and Supplies	306,713	323,000	334,243	334,243
Subtotal Information Services	820,658	989,100	1,073,697	1,073,697
Risk Management				
Salaries and Wages	75,689	80,000	Included in Human Resources	
Employee Benefits	42,005	44,500	effective July 1, 2019	
Services and Supplies	9,338	20,000		
Subtotal Risk Management	127,032	144,500		
Human Resources				
Salaries and Wages	369,565	418,000	532,660	532,660
Employee Benefits	181,497	228,300	307,348	307,348
Services and Supplies	46,813	76,000	134,309	134,309
Subtotal Human Resources	597,875	722,300	974,317	974,317
Health & Wellness				
Salaries and Wages	13,786	14,000	16,983	16,983
Employee Benefits	4,800	5,500	6,918	6,918
Services and Supplies	6,008	20,000	21,475	21,475
Subtotal Health & Wellness	24,594	39,500	45,376	45,376
Communications				
Salaries and Wages	103,766	81,300	96,338	96,338
Employee Benefits	44,267	32,000	35,817	35,817
Services and Supplies	40,649	62,000	84,518	84,518
Subtotal Communications	188,682	175,300	216,673	216,673
Capital Outlay				
General Government	34,361	181,000	566,445	686,445
Information Services & Technology	79,452	-	-	-
Subtotal Capital Outlay	113,813	181,000	566,445	686,445
FUNCTION SUBTOTAL	3,700,016	4,221,000	4,982,369	5,102,369

Incline Village General Improvement District

SCHEDULE B - GENERAL FUND

FUNCTION General Government

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MAY 19, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM E(3) – PROPOSED RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEE WORKSHOP – WHEN IS THE BOARD GOING TO START ADHERING TO THE WRITTEN AGREEMENTS PAST BOARDS HAVE ENTERED INTO AND THE PROMISES PAST BOARDS HAVE MADE TO LOCAL PARCEL OWNERS INSOFAR AS THE BFF IS CONCERNED?

Introduction: Now that the Board packet¹ has been published for this evening’s (May 19, 2020) IVGID Board meeting, I continue to be concerned about the direction staff is taking the Board insofar as future “facility fees” are concerned, and here the BFF in particular. Staff is of the opinion there is some God given right to the RFF/BFF as there is to the *ad valorem* taxes IVGID is permitted to levy², and at the minimum current levels no less. Here staff is proposing a re-allocation of the current combined RFF/BFF so that a greater portion is assigned to the Beach Fund. In point of fact, I call the Board’s attention to page 53 of the 5/19/2020 Board packet. There staff propose increasing the annual BFF anywhere from \$350-\$500 to provide funds for at least two proposed beach capital improvement projects (“CIPs”); \$5-7 million to reconstruct the Burnt Cedar Beach pool, raze the current Incline Beach snack bar and replace it with a new, fancy Beach House Restaurant³.

I keep telling the Board we have a history, and the Board is required to adhere to that history. Yet time-after-time that history is ignored because “the ends justify the means.” In proposing a massive increase in the BFF, here we have another example. And that’s the purpose of this written statement.

The April 11, 1968 Judicial Settlement Agreement⁴: pertaining to the beaches. As I have recounted several times before, there was quite a bit of opposition to IVGID’s efforts to secure the additional basic power from the Washoe County Board of Commissioners (“County Board”) to furnish facilities for public recreation⁵. After the then IVGID Board was successful in its efforts, a number of

¹ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Packet-Workshop_5-19-2020.pdf (“the 5/19/2020 Board packet”).

² See NRS 318.225: “In addition to the other means for providing revenue for such districts, the board shall have power and authority to levy and collect general (*ad valorem*) taxes on and against all taxable property within the district.”

³ See page 9 of the 5/19/2020 Board packet.

⁴ This agreement is attached as Exhibit “A” to this written statement.

⁵ See NRS 318.116(14). Originally, IVGID was granted the power to furnish facilities for *public* (versus *private*) recreation. Although the word “public” was deleted from the former NRS 318.143 and restated at NRS 318.116(13) during the fifty-fourth (1967) session of the Legislature (see SB408, §§23, 24), no retroactive intent was expressed [*Sandpointe Apts. v. Eighth Judicial Dist. Court*, 129 Nev. Adv.

lawsuits were filed against Washoe County, IVGID, Crystal Bay Development Co.⁶ (“CBD”), and others. Plaintiffs’ concerns were that by exercising this new power to acquire the beaches, the beaches would be available for the general public to use contrary to representations made when they purchased their Incline Village properties from CBD.

Notwithstanding, in the first quarter of 1968 a comprehensive settlement was agreed to by all participants in these various pieces of litigation *including IVGID*. Since the agreement references and incorporates by reference the contents of a March 7, 1968 letter agreement, which was also authored/agreed to in writing by IVGID, I am attaching a copy of the same to this e-mail⁷. Let me quote from the bottom of page 3 of the letter agreement:

“The assessable charges...for each...single family homesite...**will not under any circumstances exceed Fifty Dollars (\$50.00) for each fiscal year ending June 30** commencing July 1, 1968.”

Is this not clear enough? Under no circumstances will the BFF exceed \$50 per year for each fiscal year on/after 1968. **Why then are staff proposing a BFF of anywhere from \$350-\$500?**

The Beach Deed⁸: There’s another reason why the Board is precluded from increasing the BFF to pay for staff’s proposed beach CIPs, and that’s because of the language in the deed itself (which because IVGID “accepted and approved” its covenants⁹, created another contract by which local property owners with beach access were third party beneficiaries). Let me quote from page 2, lines 15-16 of the beach deed:

The “Board of Trustees shall have authority to levy assessments and charges **as provided by law.**”

But law [see NRS 318.015(2)] does *not* allow the Board to use “the provisions of...chapter (318) ...to provide a method for financing the costs of developing **private property.**” Thus if the beaches are private property, IVGID may not use NRS 318.197(1) to adopt the BFF.

I am aware of at least two court cases which declare the beaches to be private property. Read them for yourself: *Kroll v. Incline Village General Improvement District*¹⁰, 598 F.Supp.2d 1118, 1126-28

Op. 87, 313 P.3d 849 (2013)]. Given this new basic power was never granted to IVGID, I and others are of the opinion IVGID has no power to operate the beaches as private facilities.

⁶ The original real estate developer of Incline Village.

⁷ The letter is attached as Exhibit “B” to this written statement.

⁸ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Beach_Deed.pdf.

⁹ See page 3, lines 19-20 of the beach deed.

¹⁰ Go to <https://www.casemine.com/judgement/us/5914b204add7b0493475d247>.

(2009) [“but for those areas...designated public, beach properties are **nonpublic** fora”], and *Wright v. Incline Village General Improvement District*¹¹, 665 F.3d 1128,1137 (9th Cir. 2011) [“requiring **private property owners** (i.e., parcel owners with beach access) to allow the general public to access **their property**...would require us to adopt two unsound rules...”].

Moreover, Trustee Wong agrees with this assessment. At the Board’s May 7, 2020 workshop meeting she expressly labeled the beaches “private property” (“because our beaches are private, to your point”¹²) which is what we all know to be the case.

Because there is no law which allows IVGID to use the provisions of NRS 318 to compel local property owners to involuntarily pay assessments intended to develop the beaches, **why then are staff proposing a BFF of anywhere from \$350-\$500?**

Because Here the District Entered Into Two Contracts With the Public, it is Prohibited From Impairing Those Contracts by: Assessing Local Parcel Owners With Beach Access a BFF in Excess of \$50 Per Year, and Using the Provisions of NRS 318 to Provide a Method for Financing the Costs of Developing the Beaches: This prohibition comes from the United States (Article 1, §10¹³) and Nevada (Article 1, §15¹⁴) Constitutions which bar States¹⁵ from passing laws which “impair the obligation of contracts.” Adopting an annual 2020-21 BFF in excess of \$50 impairs the April 11, 1968 judicial settlement agreement made with the public. Using the BFF as a method for financing the costs of developing the beaches impairs the beach deed covenant made with local property owners in that it is not an “assessment (nor) charge *as provided by law.*” Once created, those “obligation(s) c(an)not later be impaired by legislative enactment”¹⁶ [*City No. Las Vegas v. Central Tel. Co*¹⁷, 85 Nev. 620, 622,

¹¹ Go to <https://www.leagle.com/decision/infco20111227093>.

¹² IVGID livestreams its Board meetings (<https://livestream.com/accounts/3411104>). The livestream of the Board’s May 7, 2020 meeting where Trustee Wong made the admission quoted appears at 2:44:16-19 at <https://livestream.com/ivgid/events/9119222/videos/205728870> (“the 5/7/2020 livestream”).

¹³ “No state...shall pass any...law impairing the obligation of contracts” (go to https://www.usconstitution.net/xconst_A1Sec10.html).

¹⁴ “No...law impairing the obligation of contracts shall ever be passed” (go to <https://www.leg.state.nv.us/Const/NvConst.html#Art1Sec15>).

¹⁵ Freedoms protected against federal encroachment by the First Amendment are entitled, under the Fourteenth Amendment, to the same protection from infringement by the States [*New York Times Co. v. Sullivan*, 376 U.S. 254, 276-277, 84 S.Ct. 710, 723-724 (1964) – go to <https://www.courtlistener.com/opinion/106761/new-york-times-co-v-sullivan/>].

¹⁶ See *City of Reno v. Goldwater*, 92 Nev. 696, 702, 558 P.2d 532 (1976) [go to <https://www.casemine.com/judgement/us/591494f3add7b049345c5dd2>].

¹⁷ Go to <https://www.casemine.com/judgement/us/591498ecadd7b0493460c38d>.

460 P.2d 835 (1969); *Town of Milton v. Attorney General*¹⁸, 314 Mass. 234, 237, 49 N.E.2d 909 (Mass. 1943)].

The Fact the District May Have Breached its Contracts With the Public in the Past, Does Not Justify the Board's Proposed Impairments of Contract With Respect to 2020-21's BFF: Because "an unconstitutional statute¹⁹, though having the form and name of law is in reality no law, but is wholly *void*, and ineffective for any purpose" (16 Am. Jur. 2d, §178).

Now That You Know That the Action Proposed by This Agenda Item Violates the Promises the District Made With the Public, Are You Board Members Going to Do the Right Thing or Simply Turn Your Collective Cheeks Because the Ends Justify the Means? Furthermore, please vote to reduce the BFF to the \$50 maximum promised on March 7, 1968.

Conclusion: Although we cannot undo past transgressions by past Boards, we certainly can do something about subsequent ones. I say it's time to put your collective feet down and put a stop to this "more and more" and "bigger and bigger" mentality financed by the BFF. If the Board wants to use its *ad valorem* and/or C-tax revenue(s) for CIPs such as the ones suggested herein, I and others I know don't object because taxes can legitimately be expended on essentially anything that arguably improves the health, safety and welfare of the District's inhabitants. If the Board wants to mandate that the costs of acquiring, developing, improving and operating new recreation facilities like a Beach House Restaurant be revenue neutral (in other words, those who use the facility are the ones who pay for that use and revenues cover expenses), I and others I know don't object. However, I and others I know object to use of the BFF to financially subsidize "more and more" and "bigger and bigger" endeavors, and breaching the covenant made with local parcel owners when the Board entered into the April 11, 1968 judicial settlement agreement.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

¹⁸ Go to <https://www.casemine.com/judgement/us/5914a275add7b04934698d57>.

¹⁹ The resolution adopting a 2020-21 BFF is the equivalent of a statute.

EXHIBIT "A"

1 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
2 IN AND FOR THE COUNTY OF WASHOE

3 odo

4 ARDEN D. CONNICK, et al,
5 Plaintiffs,

Civil Action No. 225863

Dept. No. 4

6 vs.

7 COMMISSIONERS OF WASHOE COUNTY
8 and TRUSTEES of the INCLINE VILLAGE
9 GENERAL IMPROVEMENT DISTRICT,

APR 11 1964

H. K. JACKSON

BY A. Powers

DEPUTY

10 Defendants.

11
12 ARDEN D. CONNICK, et al.

Civil Action No. 240307

Dept. No. 3

13 Plaintiffs,

14 vs.

15 COMMISSIONERS OF WASHOE COUNTY,
16 TRUSTEES of the INCLINE VILLAGE
17 GENERAL IMPROVEMENT DISTRICT, CRYSTAL
18 BAY DEVELOPMENT CO. and INCLINE
19 VILLAGE RECREATION ASSOCIATION,

20 Defendants.

21 CRYSTAL BAY DEVELOPMENT CO.,

Civil Action No. 240864

Dept. No. 1

22 Plaintiff,

23 vs.

24 A. D. CONNICK, et al.

25 Defendants.

26
27
28 CRYSTAL BAY DEVELOPMENT CO.,

Civil Action No. 240853

Dept. No. 4

29 Plaintiff,

30 vs.

A. D. CONNICK, et al,

Defendants.

1 SEAMOUNT, INC.,
2 Plaintiff,
3 vs.
4 A. D. CONNICK, et al,
5 Defendants.

Civil Action No. 241359

Dept. No. 5

7
8 STIPULATION

9 WHEREAS, the parties hereto are also parties in Civil
10 Action No. 225863, Department No. 4 of this Court, entitled
11 "ARDEN D. CONNICK, et al, plaintiffs, vs. COMMISSIONERS OF WASHOE
12 COUNTY and TRUSTEES of the INCLINE VILLAGE GENERAL IMPROVEMENT
13 DISTRICT, defendants," and

14 WHEREAS, the parties hereto are also parties in Civil
15 Action No. 240307, Department No. 3 of this Court, entitled
16 "ARDEN D. CONNICK, et al, plaintiffs, vs. COMMISSIONERS of WASHOE
17 COUNTY, TRUSTEES of the INCLINE VILLAGE GENERAL IMPROVEMENT
18 DISTRICT, CRYSTAL BAY DEVELOPMENT CO. and INCLINE VILLAGE RECREA-
19 TION ASSOCIATION, defendants", and

20 WHEREAS, the parties hereto are also included among the
21 parties in Civil Action No. 240864, Department No. 1 of this Court
22 entitled "CRYSTAL BAY DEVELOPMENT CO., plaintiff, vs. JOHN M.
23 CROM, et al, defendants", and

24 WHEREAS, the parties hereto are also included among the
25 parties in Civil Action No. 240863 in Department No. 4 of this
26 Court, entitled "CRYSTAL BAY DEVELOPMENT CO., plaintiff, vs.
27 J. M. CROM, et al, and

28 WHEREAS, the parties hereto are also included among the
29 parties in Civil Action No. 241359, Department No. 5 of this Court,
30 entitled "SEAMOUNT, INC., plaintiff, vs. J. M. CROM, JR., et al,
31 defendants", and

1 WHEREAS, the various parties hereto have entered into
2 this agreement and stipulation of settlement of their various
3 disputes and differences and the issues raised by the foregoing
4 matters, by and through their respective counsel of record,

5 NOW, THEREFORE, IT IS HEREBY AGREED AND STIPULATED as
6 follows:

7 1. The parties hereto agree to continue their present
8 best efforts to dissolve the INCLINE VILLAGE RECREATION ASSOCIA-
9 TION as soon as possible; further, the parties likewise agree to
10 use their best efforts to fulfill each and all of these commitments
11 expressed by their letter of March 7, 1968, to the property owners
12 of Incline Village, Nevada, a copy of which is attached hereto as
13 "Exhibit A" and which is incorporated by reference herein.

14 2. The parties hereto, and specifically the INCLINE
15 VILLAGE RECREATION ASSOCIATION and those parties who are members
16 and/or stockholders thereof, agree as follows:

17 (a) That the agreement between the Association and its
18 members or stockholders providing for the payment
19 of an annual fee or assessment in the sum of FIFTY
20 DOLLARS (\$50.00) was and is intended to finance the
21 acquisition of Burnt Cedar Beach and Incline Beach
22 by the said Recreation Association from the CRYSTAL
23 BAY DEVELOPMENT CO.

24 (b) That when the said Burnt Cedar Beach and Incline
25 Beach are purchased from the CRYSTAL BAY DEVELOP-
26 MENT CO. by the INCLINE VILLAGE GENERAL IMPROVEMENT
27 DISTRICT, the purpose of the agreement between the
28 said Recreation Association and its members and
29 stockholders will thereupon expire and the \$50.00
30 annual fee or assessment will no longer be

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

payable; specifically, the members or stockholders of the Association at such time will no longer be liable to the said Recreation Association for the prescribed annual fee or assessment of \$50.00. Further, under the terms of "Exhibit A" attached, the letter of March 7, 1968, upon dissolution all monies in the said Recreation Association will be distributed in accordance with the Nevada Revised Statutes.

(e) That in any event the INCLINE VILLAGE RECREATION ASSOCIATION could not, can not, and will not acquire facilities except on the approval of the members or stockholders of the said Recreation Association.

3. That each of the hereinafter mentioned law suits before this Court as to all parties therein shall forthwith be and hereby are dismissed with prejudice:

- (a) Arden D. Connick, et al, plaintiffs, vs. Commissioners of Washoe County and Trustees of the Incline Village General Improvement District, defendants, No. 22863, Department No. 4,
- (b) Crystal Bay Development Co., plaintiff, vs. A.D. Connick, et al, defendants, No. 240864, Department No. 1,
- (c) Crystal Bay Development Co., plaintiff, vs. A.D. Connick, et al, defendants, No. 240863, Department No. 4,
- (d) Seamount, Inc., plaintiff, vs. A. D. Connick, et al, defendants, No. 241359, Department No. 5, and
- (e) Arden D. Connick, et al, plaintiffs, vs. Commissioners of Washoe County, Trustees of the Incline Village General Improvement District, Crystal Bay Development Co. and Incline Village Recreation Association, defendants, No. 240307, Department No. 3.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

DATED this 11 day of APRIL, 1968.

CRYSTAL BAY DEVELOPMENT CO.

By *Arthur Wood*
ARTHUR E. WOOD, President

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By *James H. Smith*
JAMES H. SMITH, Chairman, Board of Trustees

INCLINE VILLAGE RECREATION ASSOCIATION

By *Carl L. Smith*
CARL L. SMITH, Chairman, Board of Directors

OLIVER CUSTER & BEIGER KJELDSEN as Attorneys for A. D. Larsen, A. D. Connick, C. K. Connick, R. Gaudert, F. Gaudert, H. S. Smith, P. C. Gurney and A. E. Peterson, parties to litigation

By *Oliver Custer*

By *J. Wayne Hillman*

MARGAS, BARLETT & DIXON as Attorneys for W. W. Jones and Nancy S. Jones, parties to litigation

By *John C Bartlett*

STREETER, SALA & McANILFEE as Attorneys for Seamounts, Inc.

By *Joel Streeter*

EXHIBIT "B"

March 7, 1968

Property Owners
Incline Village, Nevada

Dear Property Owner:

Over the past several weeks, all of us have been meeting to resolve mutual misunderstandings and apprehension and to create some basis upon which all of us can foresee our future development - namely, Crystal Bay Development Co., Incline Village General Improvement District, Incline Village Recreation Association, Howard Smith, Roger Howard, David L. Quandt, and various participants in pending litigation.

It would appear that a mutual lack of communication has given rise to misunderstanding and apprehension on all sides. We desire that our discussions and their result - a settlement of all pending litigation - be clearly understood by all. And we hope that the terms and nature of this settlement serve to resolve such doubts as you may have.

Specifically, we all are in accord with and propose terms of settlement as follows:

I.

RELATIONSHIP OF DEVELOPMENT COMPANY
AND IMPROVEMENT DISTRICT

Crystal Bay Development Co. agrees not to sell to the Incline Village General Improvement District any real property save and except certain Lake Tahoe beach property referred to herein and such real property as the Development Co. and the District may hereafter agree to sell and purchase for the purpose of creating a park or parks.

II

BOARD OF TRUSTEES
OF INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

It is naturally in the best interests of all concerned, the District, the Company and the residents, that the Board of Trustees of the Improvement District be occupied by qualified and impartial individuals who are generally accepted

as both qualified and impartial. Whether for sound reasons or not, some apprehension was voiced by certain parties that the entire Board was not impartial. Several individuals have been nominated by property owners to serve on the Board and they have consented to serve, which will effect a re-organization of the Board as follows:

GEORGE SAYRE
C. R. HERDA
HOWARD SMITH
ROGER HOWARD
DAVID L. QUANDT

Those offering to resign from the Board have graciously done so in the interest of promoting a feeling of new understanding - as expressed by this letter - and they are sincerely thanked for their hard work and long hours.

Those nominated to become new members of the Board have examined the certified audit made of the District through the fiscal year ending June 31, 1967, by Chanslor, Barbieri and DeWitt, Certified Public Accountants, and believe that the affairs of the District are in order.

III

SALE AND PURCHASE OF BURNT CEDAR AND INCLINE BEACHES

The most feasible method of acquiring ownership of the beaches from Crystal Bay Development Co. and financing that acquisition is by a purchase by the Improvement District rather than the Incline Village Recreation Association. We now believe that the Recreation Association does not have the means to obtain financing for the purchase because it lacks any practical means of collecting revenues therefor; collections by the Association must depend at bottom on voluntary contributions and individual collection suits by the Association are impractical.

Such a purchase, to be equitable, should be at fair market value for our purposes, no more or less. The fair market values of Burnt Cedar Beach and Incline Beach have been determined by appraisal as indicated below. These fair market value figures were determined by three (3) MAI Appraisers namely BRICE J. LEGGETT and the REAL ESTATE RESEARCH CORPORATION who had already appraised those beaches for the Crystal Bay Development Co., and PAUL BENSON, MAI, who appraised the beaches

for the Improvement District, which paid his costs and fees.

The appraisals were made as follows:

			<u>TOTAL</u>
<u>LEGGETT</u>	Burnt Cedar Beach	\$1,040,500	\$2,103,000
	Incline Beach	\$1,062,500	
<u>PERC</u>	Burnt Cedar Beach	\$1,340,000	\$2,280,000
	Incline Beach	\$ 940,000	
<u>BENSON</u>	Burnt Cedar Beach	\$1,150,000	\$2,289,000
	Incline Beach	\$1,139,000	

The low appraisal figure for both beaches as rounded to \$2,100,000 has been accepted by us all as a fair and equitable purchase price.

IV

FINANCING THE PURCHASE OF THE BEACHES

In order to finance the purchase of Burnt Cedar and Incline Beaches, the Improvement District shall proceed with the issuance and sale of revenue bonds in the total sum of \$2,685,000.00 to cover the purchase price of the beaches of \$2,100,000.00, to create sufficient reserve funds to be held on deposit by the District as a margin against the first year's interest and one year of principal, which revenues are expected to pay, to cover the amount of the discount (5%) at which the bonds are sold, and to pay the various expenses of the bond issue itself.

Eliminated from the issue and sale as originally proposed are funds for the construction of a marina and various pool and bathhouse facilities. The presently outstanding bonds and the payment schedules therefor as of June 30, 1967, have been reviewed as well as the proposed issue and payment schedules for this issue. The assessable charges thereunder, for each subdivided lot or unsubdivided parcel constituting a single family homesite, zoned for a single family residence structure, whether or not so improved, will not under any circumstances exceed FIFTY DOLLARS (\$50.00) for each fiscal year ending June 30 commencing July 1, 1968.

The following rates, tolls and charges are prescribed for each fiscal year ending on June 30 and commencing with July 1, 1968 for the various classifications of property as follows:

Developed Single Family Lots

1968-69 through 1978-79 \$50.00 per year per lot

Developed Multiple Units

1968-69 through 1978-79 \$50.00 per year per unit

Developed Hotel - Motel Property

1968-69 through 1978-79 \$25.00 per year per room

Undeveloped Single Family Parcels

1968 - 1969	\$10.00 per acre
1969 - 1970	\$15.00 per acre
1970 - 1971	\$15.00 per acre
1971 - 1972	\$10.00 per acre
1972 - 1973	\$10.00 per acre
1973 - 1974	\$ 5.00 per acre
1974 - 1975	\$ 1.00 per acre

Undeveloped Multiple Family Parcels

1968 - 1969	\$200.00 per acre
1969 - 1970	\$200.00 per acre
1970 - 1971	\$150.00 per acre
1971 - 1972	\$150.00 per acre
1972 - 1973	\$100.00 per acre
1973 - 1974	\$ 50.00 per acre
1974 - 1975	\$ 5.00 per acre

V

DISSOLUTION OF THE INCLINE VILLAGE RECREATION ASSOCIATION

We think it best for all concerned - in view of

acquisition and management of the beaches by the Improvement District - that the Incline Village Recreation Association be dissolved and the monies placed on deposit therein by shareholders, or payors, approximately the sum of \$57,600.00, be distributed to them as provided in Nevada Revised Statutes. This can be done only upon the written request of two thirds (2/3) of the Association membership, addressed to the Directors. If so requested, dissolution will be administered by four persons we have nominated, namely GREG ENGLEHARDT, MRS. PAULA C. CURNEY, REVEREND DAVID GRAHAM, and C. R. HERDA.

VI

DISMISSAL OF LITIGATION

In view of the foregoing, orders of dismissal with prejudice will be entered upon stipulation of the parties of pending litigation, namely,

- (a) Arden D. Connick, et al, plaintiffs, vs. Commissioners of Washoe County and Trustees of the Incline Village General Improvement District, defendants, No. 225863, Department No. 4,
- (b) Crystal Bay Development Co., plaintiff, vs. A. D. Connick, et al, defendants, No. 240864, Department No. 1,
- (c) Crystal Bay Development Co., plaintiff, vs. A. D. Connick, et al, defendants, No. 240863, Department No. 4,
- (d) Seamount, Inc., plaintiff, vs. A. D. Connick, et al, defendants, No. 241359, Department No. 5, and
- (e) Arden D. Connick, et al, plaintiffs, vs. Commissioners of Washoe County, Trustees of the Incline Village General Improvement District, Crystal Bay Development Co. and Incline Village Recreation Association, Defendants, No. 240307, Department No. 3.

We are enclosing a form of letter which we jointly ask you to execute which constitutes a written request

March 7, 1968

Page 6

to the Directors of the Association to dissolve Incline Village Recreation Association. Enclosed also is an addressed envelope for return mail to those four impartial individuals who will count the requests and, if sufficient in number, administer dissolution itself.

Very truly yours,

CRYSTAL BAY DEVELOPMENT CO.

By Arthur L. Wood
ARTHUR L. WOOD, President

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By George Sayre
GEORGE SAYRE, Chairman, Board of Trustees - pursuant to Board resolution

INCLINE VILLAGE RECREATION ASSOCIATION

By Care L. Shaff
CARE L. SHAFF, Chairman, Board of Directors - pursuant to Board resolution

Howard Smith
HOWARD SMITH

Roger L. Howard
ROGER HOWARD

David L. Grandt
DAVID L. GRANDT

OLIVER CUSTER & RAYNER KJELDSEN as
Attorneys for A. D. Larsen, A. D.
Connick, C. K. Connick, R. Gaubert,
F. Gaubert, H. S. Smith, P. C.
Gurney and A. E. Peterson, parties
to litigation

By Oliver Custer

By Rayner Kjeldsen

MARGAS, BARTLETT & DIXON as
Attorneys for W. W. Jones
and Nancy S. Jones, parties to
litigation

By John Bartlett

STREETER, SALA & McAULIFFE as
Attorneys for Seamount, Inc.

By [Signature]
ON THE BASIS OF THE INFORMATION FURNISHED,
THERE IS NO RECORD ON FILE WITH THE
SECOND JUDICIAL DISTRICT COURT WASHOE
COUNTY, RENO, NEVADA.
[Signature] 9-13-11
DEPUTY CLERK DATE

775-832-1122

IVGID Trustee's Meeting May 19 2020
Public Comment submitted by Alexandra Profant

All Rights Reserved Without Prejudice-

I permit this correspondence, sent by fax, to be scanned and made public.

I reserve the right for the Board to withhold this comment from the public view, per the Clerk's & the Board's discretion.

For the record, I endorse the elimination of the punch card [and /or any card with any tracking device (RFID)] as the means to allow us as residents to use our ingress to access the historic and private point of entry to the beach parcels in Incline Village Nevada.

I prefer the old fashioned photo id where there is no computer data base connected to the assessor's office, at the gates, or at the rec center, used to confuse the entry matters, or which is corrupted. This is the old fashioned, simple and elegant solution.

Also, I am uncertain how the ordinance reads regarding the parcels, however, in my family's present situation where our title has been counterfeited and slandered has been cause for meritorious concern, as the use of the assessor's page versus a local GID controlled residential checking system, is the causal factor.

5/19/2020 7:21 PM FROM: Staples

I would suggest coming up with a legal description of the beach parcels, the AP number's and allow each of us as parcel owners to update our grant deeds with the historic use and residential privacy zone controlled by points of access through verification of photo identification cards, to be the means to uphold this historic use and protect the impacts to the beaches, and facilities.

At present, we are confused as to how many parcels are affiliated with the community property our parcel sits on, and while our parcel has a separate AP number, the question of how many other parcels exist which are affiliated with the community property, is cause for the GID to check all community property parcels against the assessor parcels and eliminate any discrepancies so they are not used to create and allocate a resident use card where the land use is not residential, and or ambiguous. It has come to my attention in recent years, that patent and/ or latent administrative ambiguities have been upheld as the legal means to uphold a property taking. WE have the right to call out- this is not allowed in our GID!

Is it possible for the GID to generate a boiler plate legal description of the beach parcels which I or others could elect to add to our parcels legal description which would include a residential claim to the historic use and right to protect the private ingress points of access from the Lakeshore drive side?

Others have suggested to introduce Crystal Bay as closed to ingress, controlled by buoys, so as to prevent lakeside access. Unless permitted by Coast Guard/Sheriff!
This is the old fashioned, simple and elegant solution.

I am willing and able to participate in crafting or finessing an ordinance with the legislative council bureau with oversight and guidance from you in a committee context, as a community member, willing to address/ redress this potential parcel discrepancies causing loopholes which are being abused at present. the use of the assessor's page versus a local GID controlled residential checking system, is the causal factor

5/19/2020 7:21 PM FROM: Staples

Thanks!
I would suggest coming up with a legal description of the beach parcels, the AP number's and allow each of us as parcel owners to update our grant deeds with the historic use and residential privacy zone controlled by points of access through verification of photo identification cards, to be the means to uphold this historic use and protect the impacts to the beaches, and facilities.

PS.

My address at present requires a survey to introduce an accurate legal description. The following is what I may best deem to be true:

4 Legal Car (not sure if this is court, circle or creek- as I have seen it all ways at different times on different maps) @ 820 Onio Way Lot 66 @ The Royal Pines Subdivision Incline Village Nevada 89451 (pending survey)

Continued to next page.

Is it possible for the GID to generate a boiler plate legal description for all the beach parcels which I or others could elect to add to our parcels legal description which would include a residential claim to the historic use and right to protect the private ingress points of access from the Lakeshore drive side?

Others have suggested to introduce Crystal Bay as closed to ingress, controlled by buoys, so as to prevent lakeside access. Unless permitted by Coast Guard/Sheriff!
This is the old fashioned, simple and elegant solution.

I am willing and able to participate in crafting or finessing an ordinance with the legislative council bureau with oversight and guidance from you in a committee context, as a community member, willing to address/ redress this potential parcel discrepancies causing loopholes which are being abused at present. the use of the assessor's page versus a local GID controlled residential checking system, is the causal factor

From: J Gumz <j.gumz1@gmail.com>
Sent: Tuesday, May 19, 2020 6:34 PM
To: Herron, Susan
Subject: Fwd: Fw: Getting the District's financial house in order
Attachments: IVGID_FY2021_budget_pivot_May_10_2020.pdf

Categories: Important

for the public comment record

----- Forwarded message -----

From: J Gumz <j.gumz1@gmail.com>
Date: Tue, May 19, 2020 at 6:15 PM
Subject: Fwd: Fw: Getting the District's financial house in order
To: <info@ivgid.org>

PLEASE INCLUDE FOR THE RECORD of the May 19, 2020 workshop. please acknowledge receipt.

Dear Board members:

To get the District's financial house in order, especially in light of the implications of COVID 19, **I believe it IMPERATIVE that Resolutions 1619 and 1701 be repealed.**

On the proposed budget, I have not seen anything where Reductions in FTE (including full-time, seasonal and part-time staff) are addressed. Again, **such Reductions in FTE and headcount are IMPERATIVE to get the District's financial house in order.** Wages and benefits are almost half of IVGID's Revenues as the attached ONE PAGE Summary of the Original Proposed Budget shows. Ignore transfers - they are NOT revenue.

In the past, the "standby service charge" has been used to subsidize money-losing operations. In the FY2010 Budget, this statement was made

Staff is currently capturing actual cost for all Recreation adult and youth programs and will continue to report quarterly to the Board of Trustees on Recreation adult and youth programs and their status to meeting the Board of Trustees initiative that adult programs pay for themselves and the Board of Trustees desire to support youth programs. (p. 180, FY2010 budget)

It is disingenuous to say the Fee is for ensuring facilities are available when you can see it is subsidizing Youth programs, Senior programs and "all adult programs" as shown in the table below. (p. 180 FY2010 budget), and substantial operating costs of the Rec Center.

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2020	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
06/30	Tuesday	4 p.m.	Chateau	Special Board Meeting	06/22/2020 8 a.m.	Board Policy 7.1.0 and Board Practice 7.2.0 (Trustee Dent) General Manager Appointment (Chairman Callicrate) Discussion about Punch Card Accounting – Laying the foundation for a special meeting of the Board of Trustees at a future date (2020/1/1/21)
06/30	Tuesday	3 p.m.	Chateau	Audit Committee Meeting	06/22/2020 8 a.m.	Dillon's Rule Investigation (Trustee Schmitz) Review 15.1.0
07/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	06/29/2020 8 a.m.	Export Project Manager
07/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	07/20/2020 8 a.m.	Review and approve District Indebtedness Report including the Five Year Capital Improvement Project Summary and State Forms Utility Rate adjustments (fee schedules) – pushed out from the April 14, 2020 meeting Provide bid results for the installation of the electrical panels (Bandelin) Grant easement to NV Energy for electrical service on Chip Court
08/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	08/03/2020 8 a.m.	RFP for Legal Services Capital Improvement Projects Board priorities
08/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	08/17/2020 8 a.m.	
09/09	Wednesday	6 p.m.	Chateau - CONFLICT	Regular Board Meeting	08/31/2020 8 a.m.	09/23 is available at the Chateau
09/30	Wednesday	6 p.m.	Chateau - CONFLICT	Regular Board Meeting	09/21/2020 8 a.m.	09/23 is available at the Chateau
10/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	10/05/2020 8 a.m.	
10/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	10/19/2020 8 a.m.	
11/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/02/2020 8 a.m.	Review of the Watermain Project (see award made on 06/23/2020)
11/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/16/2020 8 a.m.	Typically cancelled
12/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	11/30/2020 8 a.m.	Review of the Washpad Project (see award made on 06/23/2020)
12/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	12/21/2020 8 a.m.	Typically cancelled

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2021	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
01/13	Wednesday	6 p.m.		Regular Board Meeting		
01/27	Wednesday	6 p.m.		Regular Board Meeting		
02/10	Wednesday	6 p.m.		Regular Board Meeting		
02/24	Wednesday	6 p.m.		Regular Board Meeting		
03/10	Wednesday	6 p.m.		Regular Board Meeting		
03/24	Wednesday	6 p.m.		Regular Board Meeting		
04/14	Wednesday	6 p.m.		Regular Board Meeting		
04/28	Wednesday	6 p.m.		Regular Board Meeting		
05/12	Wednesday	6 p.m.		Regular Board Meeting		
05/26	Wednesday	6 p.m.		Regular Board Meeting		
06/09	Wednesday	6 p.m.		Regular Board Meeting		
06/30	Wednesday	6 p.m.		Regular Board Meeting		

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
RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
WCSD Joint Agreement
Split Ordinance (allow 45 days ahead of action)

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplished no later than June 1, 2021.