



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on June 28, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

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

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

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

D. APPROVAL OF AGENDA *(for possible action)*

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

E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.

F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Review, Discuss and Possibly Approve a Professional Services Agreement with DOWL LLC for the Preparation of Revised Bidding Documents Associated with the Sewer Pump Station #1 CIP#2599DI1703 Project. (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 5 -64**

Recommendation for Action:

1. Review, discuss and possibly approve a professional services agreement with DOWL LLC, in an amount not to exceed \$33,833 for the preparation of revised bidding documents associated with the Sewer Pump Station #1 CIP#2599DI1703 Project.
2. Authorize Director of Public Works to execute the contract in substantially the form presented.
3. Authorize the Carry-forward of \$33,833 in available project funding from the FY22/23 capital budget to FY23/24 to support this professional services agreement.

2. **SUBJECT:** Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2023/24, Pursuant to NRS 332.15 and Board Policy 20.1.0 (Requesting Staff Member: Director of Finance Paul Navazio) – **pages 65 - 86**

Recommendation for Action: Staff recommends that the Board of Trustees authorize the following procurements for FY2023/24 transactions:

Incline Village General Improvement District

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

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • EMAIL: info@ivgid.org

www.yourtahoeplace.com

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- 1) Make the following finding: Procurement of chemicals is exempt from competitive solicitation per NRS 332.115 (1), as the District has found single vendor(s) who can supply and deliver chemicals required for the District's water and wastewater treatment operations;
- 2) Authorize sole source procurement of chemicals with the following vendors:
 - a. UNIVAR (Sodium Silicate) in the amount not-to-exceed \$145,000, and
 - b. Olin (Sodium Hydrochlorite) in the amount not-to-exceed \$127,800;
- 3) Procurement of fuel (Fleet Services) through State Contract pricing (Contract #99SWC-S818) with
 - a. Pilot Thomas Logistics, LLC in the amount not-to-exceed \$190,000, and
 - b. Flyers Energy, LLC in the amount not to exceed \$175,000;
- 4) Blanket Purchase Orders for selected vendors for FY2023/2024 transactions for amounts not-to-exceed those specified in Attachment A to this Board memo.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, discuss and possibly accept Waste Management's proposal to expand the residential green waste program to a 32 week seasonal collection period, which doubles the current program season, and that the IVGID Board of Trustees approve the 5-year extension clause, which would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station, as outlined in the existing contract; the contract is set to expire June 30, 2026. (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 87 -132**

Recommendation for Action: That the Board of Trustees makes a motion to accept Waste Management's proposal to expand the residential green waste program to a 32 week seasonal collection period, which doubles the current program season and that the IVGID Board of Trustees approve the 5-year extension clause outlined in the existing contract; the contract is set to expire June 30, 2026. The extension would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station.

2. **SUBJECT:** Discuss and possibly approve a year-round access management option for winter 2023/2024 and provide direction for future electronic solutions at the District's restricted access beaches (Requesting Staff Members: Director of Parks and Recreation Shelia Leijon and Director of Information Technology Mike Gove) – **pages 133 - 143**

Recommendation for Action: That the Board of Trustees discuss and possibly approve a year-round access management option for winter 2023/2024 and provide direction for future electronic solutions at the District's restricted access beaches.

3. **SUBJECT:** Approval of the District's Form NVTC-LGF-10 (Formerly Form 4410LGF) - Indebtedness Report, as of June 30, 2023, for filing with the Nevada Department of Taxation, the Washoe County Clerk, and Washoe County Debt Management Commission – **pages 144 - 192**

Approval of the District's Form NVTC-LGF-11 (Formerly Form 4411LGF) - Five-Year Capital

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Improvement Plan, to include the IVGID-prepared Five-Year Capital Plan Summary for fiscal years 2023/24 through 2027-28, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau.

(Requesting Staff Member: Director of Finance Paul Navazio)

Recommendation for Action: That the Board of Trustees make a motion to:

1) Approve the District's Form NVTC-LGF-10 - Indebtedness Report, as of June 30, 2023, and direct Staff to file the documents with the State of Nevada Department of Taxation, Washoe County Clerk and Washoe County Debt Management Commission by August 1, 2023.

That the Board of Trustees make a motion to:

2) Approve the District's Form NVTC-LGF-11 - Five Year Capital Improvement Plan, as of July 1, 2023, the related IVGID-prepared Five Year Capital Plan Summary for the fiscal years starting July 1, 2023 for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau by August 1, 2023.

4. **SUBJECT:** Review, discuss, and possibly appoint Mike Bandelin as Acting General Manager (Requesting Trustee: Chairman Matthew Dent) – *page 193*

Recommendation for Action: That the Board of Trustees makes a motion to appoint Mike Bandelin as Acting General Manager

5. **SUBJECT:** Review, discuss, and provide direction on Board communications to the community regarding meeting decisions (Requesting Trustee: Chairman Matthew Dent) – *pages 194 - 206*

Recommendation for Action: That the Board of Trustees provides direction on Board communications to the community regarding meeting decisions

6. **SUBJECT:** Review, discuss, and provide direction on Board appointed citizen advisory committees (Requesting Trustee: Chairman Matthew Dent for Vice Chairman Sara Schmitz) – *pages 207 - 215*

Recommendation for Action: That the Board of Trustees provides direction on Board appointed citizen advisory committees

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action) – *pages 216 - 218*
- I. LONG RANGE CALENDAR– *pages 219 - 222*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

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CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9 a.m. Friday, June 23, 2023, a copy of this agenda (IVGID Board of Trustees Session of June 28, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron

Susan A. Herron

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

Board of Trustees: *Matthew Dent - Chairman, Sara Schmitz, Michaela Tonking, Raymond Tulloch and David Noble*

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Bree Waters, District Project Manager

SUBJECT: Review, Discuss and Possibly Approve a Professional Services Agreement with DOWL LLC for the Preparation of Revised Bidding Documents Associated with the Sewer Pump Station #1 CIP#2599DI1703 Project. (Requesting Staff Member: Director of Public Works Brad Underwood)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

Strategies

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain and execute a 5-year and 20-year capital improvement program.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Board Policy 3.1.0.5(f) - Conduct Meetings of the Board of Trustees; Board Policy 12.1.0 - Multi-Year Capital Planning; Board Policy 13.1.0 - Capital Project Budgeting

DATE: June 28, 2023

I. RECOMMENDATION

1. Review, discuss and possibly approve a professional services agreement with DOWL LLC, in an amount not to exceed \$33,833 for the preparation of revised bidding documents associated with the Sewer Pump Station #1 CIP#2599DI1703 Project.
2. Authorize Director of Public Works to execute the contract in substantially the form presented.
3. Authorize the Carry-forward of \$33,833 in available project funding from the FY22/23 capital budget to FY23/24 to support this professional services agreement.

II. BACKGROUND

The Sewer Pump Station #1 Improvements Project (SPS #1), CIP#2599DI1703 (Attachment A), was proposed as a capital improvement project in 2019. SPS #1 was designed and bid. However, the bids well exceeded the available budget at the time. In 2021, PW Staff revisited the project with the engineering firm, Jacobs, and the Board of Trustees approved a contract to rebid the project. Due to unfilled positions in the Engineering Division, this work with Jacobs was not initiated. A detailed description of the history of the project is included in Attachment B.

In 2022, staff meet with a number of electrical engineers and contractors to reevaluate the original scope of the project. Also in 2022, staff began working with DOWL LLC on the Water and Sewer Masterplan Project. Since a high level review of all sewer pump stations was being completed as part of the Masterplan, staff requested they perform an in-depth review of the Jacobs plans, condition assessment of the SPS#1 existing equipment, and provide a prioritized list of work which is presented in a technical memo and included in Attachment C. Staff also requested an increase in the CIP budget FY22/23 due to the proposed scope increase (downsizing impellers and motors) and because material and labor costs have risen sharply since 2019.

Based on the technical memorandum provided by DOWL LLC, staff requested that Jacobs provide a cost proposal to re-package the documents to include Base Bid, Bid Alternate A and a Bid Alternate B. Jacob's cost for the re-packaging of the scaled down design was \$73,100. Staff deemed this cost proposal too high for the work to be performed. Therefore, staff contacted DOWL LLC for a cost proposal which was received in the amount of \$33,833 and is included in Attachment D. This amount does not include the Construction Administration Services cost of \$8,470. This part of the cost proposal would be brought back to the Board and discussed for approval when the construction contracts are awarded.

This item is placed on the Consent Calendar in accordance with Policy 3.1.0.4.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of the Nevada Revised Statute (NRS) 332.115 as described in subsection (b) Professional Services.

IV. FINANCIAL IMPACT AND BUDGET

This project has been listed as a Capital Improvement Project for several years. An increased budget was approved by the Board of Trustees at the May 26, 2022 meeting and with the carry forward funding, the total budget for this project is \$1,538,370. Project funding, including funding in support of this proposed action, will be requested to be carried over to FY23/24.

V. ALTERNATIVES

Not authorize the work and re-bid the project as is.

VI. COMMENTS

The professional services contract has been reviewed by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

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

The project is necessary to replace aging electrical infrastructure that has outlived its useful life. Maintaining SPS#1 is a high priority for the District since it is the main sewer pump station and its close proximity to the shores of Lake Tahoe. The functionality of this specific sewer pump station is key to providing sewer service to properties within the District.

VIII. ATTACHMENTS

1. Attachment A_2599DI1703 -SPS 1 Data Sheet
2. Attachment B_SPS #1 History
3. Attachment C_Technical Memo #1
4. Attachment D_DOWL_Agreement - Sewer Pump Station #1 Improvements

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

1. Review, discuss and possibly approve a professional services agreement with DOWL LLC, in an amount not to exceed \$33,833 for the preparation of revised bidding documents associated with the Sewer Pump Station #1 CIP#2599DI1703 project.
2. Authorize Director of Public Works to execute the contract in substantially the form presented.



Project Summary

Project Number: 2599DI1703
Title: Sewer Pump Station #1 Improvements
Project Type: D - Capital Improvement - Existing Facilities
Division: 99 - General Administration - Sewer
Budget Year: 2023
Finance Options:
Asset Type: SS - Sewer System
Active: Yes

Project Description			
<p>The District owns 18 sewer pumping stations in Incline Village and Crystal Bay. Sewer Pump Station #1 collects and transports 50% of the raw sewage and transports it to the WRRF on Sweetwater Road. If something were to happen to Sewer Pump Station #8 there is a direct bypass that would send all of the raw sewage to Sewer Pump Station #1, thus accounting for 75% of the raw sewage in the District. Constructed in the early 1970s this station has provided reliable service. The station contains the mechanical and electrical equipment to pump sewage to the WRRF. The equipment in the station to be replaced as a part of this project are the variable frequency drives and motor control centers for the three pump sets plus instrumentation and controls. This will enhance the condition and reliability of our aging infrastructure to collect and pump sewage to the WRRF and to protect the environment.</p>			
Project Internal Staff		<p style="color: red;">Staff will work with an outside design consultant and the project will be publicly bid. (Supply Chain delays with electrical equipment maybe a concern)</p>	
<p>Staff involvement is the coordination and contracting of the removal, procurement, and replacement of equipment with rebuilt or new equipment.</p>			
Project Justification			
<p>This project funds the replacement of the equipment listed above at sewer pumping station #1. The age of the equipment, the number of hours of operation and other equipment analyses dictate replacement or rehabilitation of the equipment to maintain this reliability to provide continuous service. The project was bid in the summer/fall 2019 and one bid was received that was substantially above budget. All bids were rejected. The design team is considering modifications to the design. The construction estimate is based on the bid received and current cost escalation. There will be carry forward funds from 2019-20 CIP.</p>			
Forecast	<p style="color: red;">Carry Forward Funding</p>	<p style="color: red;">FY21/22 Approved by BOT 8/31/22</p>	<p style="color: red;">\$1,038,370</p>
Budget Year	Total Expense	Total Revenue	Difference
2023			
Construction	500,000	0	500,000
Year Total	500,000	0	500,000
	500,000	0	500,000
			<p style="color: red;">TOTAL PROJECT FUNDING \$1,538,370.00</p>
			<p style="color: red;">Internal Staff Time \$15,000 Engineer – Design/Bidding/Construction Administration \$80,000 Permitting \$10,000 Construction \$1,423,370</p>
Year Identified	Start Date	Est. Completion Date	Manager
2017	Jul 1, 2020	Jun 30, 2024 October 2024	Principal Engineer
			Project Partner



SPS #1- History

Sewage Pump Station No. 1 (SPS #1) conveys wastewater from IVGID’s collection system to IVGID’s water resource recovery facility. SPS #1, IVGID’s largest sewage lift station, is a critical component of IVGID’s wastewater conveyance and advanced treatment system; reliable operation and performance of SPS #1 is essential.

SPS #1 was originally constructed in 1962 and has been modified since original construction. The pump configuration is comprised of three sets of two pumps in series, which were originally controlled by a Unitrol motor control center (MCC). Approximately 20 years ago, the original Unitrol MCC was decommissioned and a new switchboard and the Variable Drive Frequency (VFDs) were installed for pumping control.

The SPS #1 Improvements Project, CIP#2599DI1703, was identified as a proposed capital improvement in 2017. In 2018, the District hired Jacob’s (formerly CH2M HILL) to develop a modernization plan for SPS #1, which included upgrades to the VFDs, electrical systems and controls. The District had identified the need for the project because:

1. The existing VFDs are currently operable, but unserviceable, and must be replaced to mitigate the risk of component failure and to improve pumping reliability.
2. The electrical equipment is functional but has been in service over 20 years and approaching manufacturer’s rated lifetimes and anticipated life expectancy as discussed in “IEEE Gold Book –Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems”. Some equipment has exceeded these expectations.

A preliminary design report was completed in January 2019, which included an engineer’s estimate of \$250,000 and the project was determined to include:

1. Existing Unitrol MCC (labeled “Old Motor Controller” on drawings), switchboard, and drive controls will be demolished. The existing motor controller is located on the Main Level (G), and the existing switchboard and three VFDs are located on Level -2. The extent of demolition is conceptually shown on the demolition drawings.
2. A new MCC (MCC-02) will be fitted and installed on the Main Level and will include a programmable logic controller (PLC) panel with an operator interface terminal, three VFDs, space for power and lighting panels, and a plug-in for temporary power will be

fitted and installed on the Main Level. Feeders from the emergency power panel (powered by a diesel generator) will also be connected to the MCC.

3. A new PLC will be connected to IVGID's supervisory control and data acquisition system (SCADA) and will provide pump control and data logging. Pumping controls will be similar to Sewage Pump Station No. 8. New wet well level instruments will be installed and connected to the new PLC and SCADA system.
4. Electrical connection compatible with a 1,200-amp diesel generator will be provided.
5. Additionally, the contractor will provide and install a power panel for a 200-horsepower skid-mounted pump. The power panel will be located near the access road and will include new conduits and conductors to the SPS #1 pump building.

Jacobs moved forward with the project design, which was completed in August 2019. Construction documents were produced with an engineer's estimate of \$400,000. The project bid October 17, 2019 and San Joaquin Electric was the only responsive bid for \$875,000, which well exceeded the available budget at the time.

The previous engineering staff considered downsizing the project and rebidding it for which Jacobs gave the District a proposal of \$12,000 for this work on January 13, 2021. It is hard to trace what happened in the next few months, but Jacobs resubmitted a proposal to rebid the work as designed but also to increase the scope of work to include downsizing the impellers and the motors on all three pump sets for a cost of \$41,380 on March 3, 2021.

The redesign proposal was brought to the Board and approved in July 2021 and approved for Jacob's rework for \$49,600. The budget for the project at this time was \$1,038,370 and we increased the budget by \$500,000 in July of 2022 because of the increase in scope. Downsizing the impellers and motors would have been a large undertaking at an expensive cost.

When the previous engineering staff departed the District and the project was put on hold while other projects took priority. The existing engineering staff decided to revisit the project in 2022. Staff met with a number of electrical engineers and contractors to reevaluate the original scope of the project. The existing PW Staff has asked "why" on many of the previously planned projects that were developed in prior years. This is due to the fact that the projects lacked clarity or these projects did not make reasonable sense with the available information. The electrical engineers all asked us why we were downsizing the impellers and motors. The motors all have 10-15 more years of useful life. The reason the previous engineers and Jacobs had wanted to downsize the impellers and the motors was to save on electricity. However, all of the engineers

we spoke to said for what it was going to cost to downsize these parts, we would not see a return on investment for 25 – 30 years.

In 2022, staff began working with DOWL LLC on the Water and Sewer Masterplan Project. Since a high level review of all sewer pump stations was being completed as part of the Masterplan, staff requested they perform an in-depth review of the Jacobs plans, condition assessment of the SPS#1 existing equipment, and provide a prioritized list of work which is presented in a technical memo.

The intention of the in-depth review by DOWL was to bring the ranking system back to Jacobs to reorganize and revisit construction phasing in an effort to reduce the base bid by outlining bid alternates. This approach intended to make sure that the project goes to construction and an antiquated facility receives key upgrades, increasing reliability. SPS #1 is a critical component to the IVGID sewage system and must be kept online or provisions put in place to allow pumping for the duration of the construction of this project. Additionally, the unique construction and hazardous areas of this station demands that efforts be made towards locating the major components of the electrical distribution system on the ground level.

Based on the technical memorandum provided by DOWL, staff requested that Jacobs provide a cost proposal to re-package the documents to include Base Bid, Bid Alternate A and a Bid Alternate B. Jacob's cost for the re-packaging of the scaled down design was \$73,100. Staff deemed this cost proposal too high for the work to be performed. Therefore, staff contacted DOWL for a cost proposal, which was received in the amount of \$42,303 which include bidding construction services. The following is a breakdown of DOWL's cost proposal:

Category	Fee
Design Review	\$1,120
Design Development of Bidding Documents	\$30,643
Bidding Services	\$2,070
Construction Administration Services *	\$8,470
Total	\$42,303 \$33,833

*Construction Admin. Services will be awarded prior to construction.

As part of DOWL's report, they completed an engineer's estimate for only the phased construction work to be done. This does not include any Engineering staff time. The engineer's estimate is as follows:

Base Bid						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Lead
1	Level Switches	3	EA	\$200	\$400	4 wks.
2	Level Transducers	2	EA	\$1,000	\$2,000	4 wks.
3	Analyzing system	1	LS	\$8,000	\$8,000	20 wks.
4	MCC C	1	EA	\$320,000	\$320,000	52 wks.
5	RTU	1	EA	\$50,000	\$50,000	22 wks.
6	Labor, Conduit, Incidentals, appurtenances, demo, mobilization & demobilization, integration	1	LS	\$250,000	\$250,000	
				Sub Total	\$630,400	
				Contingency (15%)	\$94,560	
				Total	\$724,960	

Bid Alt A						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Lead
1	Gen QCB 800A	1	EA	\$12,000	\$12,000	22 wks.
2	Gen QCB 400A	1	EA	\$8,000	\$8,000	22 wks.
3	Labor, Conduit, Incidentals, appurtenances, demo, mobilization & demobilization, integration	1	LS	\$22,000	\$22,000	
				Sub Total	\$42,000	
				Contingency (15%)	\$6,300	
				Total	\$48,300	

Bid Alt B						
Item	Description	Qty	Unit	Unit Cost	Total Cost	Lead
1	SES	1	EA	\$50,000	\$50,000	52 wks.
2	XFMR	1	EA	\$8,000	\$8,000	22 wks.
3	480V Panel	1	EA	\$5,000	\$5,000	22 wks.
4	120V Panel	1	EA	\$3,500	\$3,500	22 wks.
5	Labor, Conduit, Incidentals, appurtenances, demo, mobilization & demobilization	1	LS	\$100,000	\$100,000	
				Sub Total	\$166,500	
				Contingency (15%)	\$24,975	
				Total	\$191,475	
					Grand Total	\$964,735



TECHNICAL MEMORANDUM #1

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT SEWAGE PUMPING STATION NO. 1

Prepared For: Kate Nelson – Engineering Manager
Prepared By: Matthew Bodge, P.E.
Reviewed By: Lucas Tipton, P.E.
Date: 12/6/2022
Subject: Sewage Pumping Station 1 Bid Package

1.0 INTRODUCTION

The Incline Village General Improvement District (IVGID) Sewer Pump Station 01 (SPS-01) project went to bid in early 2020 with an engineer's estimate of probable construction cost between \$300,000 and \$400,000. The lowest bid came in over \$800,000; this exceeded the budget set aside by IVGID and prompted the project postponement.

In an effort to investigate ways to reduce the cost of this project, IVGID met with the apparent low bidder. The items listed below were identified as main factors contributing to the disparity in price between the engineer's estimate and official bids.

- Unique construction of the sewage pump station made it extremely difficult to move equipment in and out.
- The importance and critical nature of this facility required additional equipment to minimize downtime and allow the facility to remain operational during construction.
- The importance and critical nature of this facility required the contractor to assume additional risk.
- The proximity of this pump station to bodies of water required the contractor to assume additional risk.

IVGID determined that reducing the overall work included as part of this project would be the best approach to reduce total cost. Farr West Engineering (Farr West) has been contracted by IVGID to evaluate the documents listed in Section 1.1 and outline the critical items that should remain part of the project and identify items that are not as high a priority.

Farr West appreciates this opportunity to provide IVGID recommendations for reducing overall costs related to the bid package for SPS-01.

1.1 BASIS

The IVGID SPS-01 bid set drawings dated August 2019 and IVGID SPS-01 conceptual design report dated January 2019 were submitted by IVGID for review by Farr West and serve as the basis of recommendations within this memo. These documents have been attached to the end of this memo for reference. Notes have been added to the IVGID SPS-01 bid set drawings to clearly identify items listed within Table 1.

2.0 STRATEGIC REPLACEMENT

The electrical equipment at SPS-01 is functional but has been in service over 20 years and approaching manufacturer’s rated lifetimes and anticipated life expectancy as discussed in “IEEE Gold Book – Recommended Practice for the Design of Reliable Industrial and Commercial Power Systems”. Some equipment has exceeded these expectations.

Reliable and constant operation of the electrical system at SPS-01 is crucial and demands replacement of key items prior to inherent unplanned outages. Evaluating the documents identified in Section 1.1 prompted a priority list be created to assist IVGID in strategic replacement of all equipment outlined within the plan set drawings. This list can be seen in Table 1. Section 2.1 has a brief summary behind the priority rankings given to each piece of equipment.

Table 1: SPS 01 Electrical Equipment Priority List

Equipment	Priority
Motor Control Center C W/ Variable Frequency Drives SPS-01 through SPS-03	1
Local Control Panel LCP-SPS1	1
Surge Protection Device*	1*
Shunt Trip**	1**
Kirk Key Interlock***	1***
Chlorine Analyzer AIT-SPS1-1 & AE-SPS1-1	2
Wet Well Level Switches LSL-SPS1-01 & 02 and LSH-SPS1-02	2
Wet Well Level Transducers LET-SPS1-01 & 02	2
Power Panel PP-1	3
Power Panel PP-2	3
Motor Control Center D W/ Panel-LL & Panel-HH	4
Main Service and Metering Switchboard MSC	4
ATS Relocation	4
Flow Meter FIT-SPS1-01 & FE-SPS1-01	See Section 2.1.5

- * Down grade to priority 4 if existing unit is functional and not in fault condition.
- ** This upgrade may require additional modules or replacement of main breaker.
- *** Kirk key interlock to be added as necessary to prevent paralleling of “Trailer Generator” with ATS source.

2.1 EQUIPMENT PRIORITY RANKING

2.1.1 Priority 1 Equipment

Priority 1 equipment should remain part of this project.

Motor Control Center C W/ Variable Frequency Drives SPS-01 through SPS-03:

These VFDs are over 20 years old, unserviceable, and likely to not have replacement parts readily available. They are a critical part of the electrical infrastructure and most prone to experience problems with age compared to other major electrical equipment outlined for replacement. Additionally, upgrading these motor controllers will allow for updating the control algorithms and communication protocol to the SCADA network as part of future projects when necessary. Replacement of the existing MCC C, SWBD, and VFDs with a single unit as outlined within the bid set drawings is recommended.

Local Control Panel LCP-SPS1:

SCADA system RTUs are often robust but become significantly outdated within 10 years. Replacement of the RTU with LCP-SPS1 is recommended to be kept in this project and will allow for incorporating any additional functionality offered by the new VFDs and instrumentation as well as future expansions and capabilities required to be incorporated into the SCADA system.

Surge Protection Device:

Surge protection is cheap insurance and should be a requirement for this facility given its nature and importance. The existing surge protection device is recommended for replacement if faulty or no longer functional.

Shunt Trip Device:

The ability to shunt trip the electrical system is recommended for all facilities where the main breaker is located indoors. This safety device allows for quick de-energization of the electrical distribution system during an emergency without having to enter the building.

It is likely that the main breaker will require a module be added. Given the age of the main breaker, the module may not be available. If the module is not available, it would prompt a replacement of the main breaker; replacement of main breaker may require utility coordination and involvement.

Kirk Key Interlock:

A Kirk key interlock will be required to prevent catastrophic failure from paralleling the “Trailer Generator” and ATS source. If proposed system is altered for bidding purposes, it should be evaluated to prevent any and all paralleling.

2.1.2 Priority 2 Equipment

Priority 2 equipment should be replaced as part of this project. Priority 2 equipment carries relatively minimal cost while adding the benefits of increased reliability and functionality.

Chlorine Analyzer AIT-SPS1-1 & AE-SPS1-1:

It is recommended to keep the addition of the chlorine analyzer as part of this project.

Wet Well Level Switches LSL-SPS1-01 & 02 and LSH-SPS1-02:

It is recommended to keep the addition of the float switches as part of this project.

Wet Well Level Transducers LET-SPS1-01 & 02

It is recommended to keep the addition of the level transducers as part of this project.

2.1.3 Priority 3 Equipment

Priority 3 equipment should be added to this project as a bid alternate. Priority 3 equipment represents equipment that is not necessary but desired by IVGID and carries relatively moderate cost.

Power Panel PP-1:

It is recommended that the addition of Power Panel PP-1 remain in this project as a bid alternate.

Power Panel PP-2:

It is recommended that the addition of Power Panel PP-2 remain in this project as a bid alternate.

2.1.4 Priority 4 Equipment

Priority 4 equipment should be removed as part of this project unless IVGID regularly experiences issues and cannot find replacement parts. Priority 4 equipment represents the electrical equipment of least concern and carries significant cost.

Motor Control Center D W/ Panel-LL and Panel-HH:

Motor Control Center D replacement is recommended to be removed from this project. Motor Control Centers typically last 20-30 years without issue but can last well over this when routine regular maintenance takes place. The replacement of this motor control center adds little to no increase in desired functionality. This motor control center should be planned for replacement within the next ten years.

Main Service and Metering Switchboard MSC:

Main Service and Metering Switchboard MSC replacement is recommended to be removed from this project. Switchboards typically last 20-30 years without issue but can last well over this when routine regular maintenance takes place. The replacement of this Switchboard adds little to no increase in desired functionality. This motor control center should be planned for replacement within the next ten years.

ATS Relocation:

The ATS relocation would be unnecessary unless required to fit LCP-SPS1. This work is recommended to be removed from this project.

2.1.5 Flow Meter

The flow meter was brought up as a point of concern in previous discussions and meetings. The flow meter was not planned for replacement in this project but should be added to Priority 1 if necessary. Further clarification from IVGID is required to properly place a priority level on this device.

Attachment 1
Bid Set Drawings

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT SEWAGE PUMPING STATION NO. 1

INCLINE VILLAGE WASHOE COUNTY NEVADA
IVGID PROJECT NO.: 2599DI1703
PWP NO.: WA-2019-192

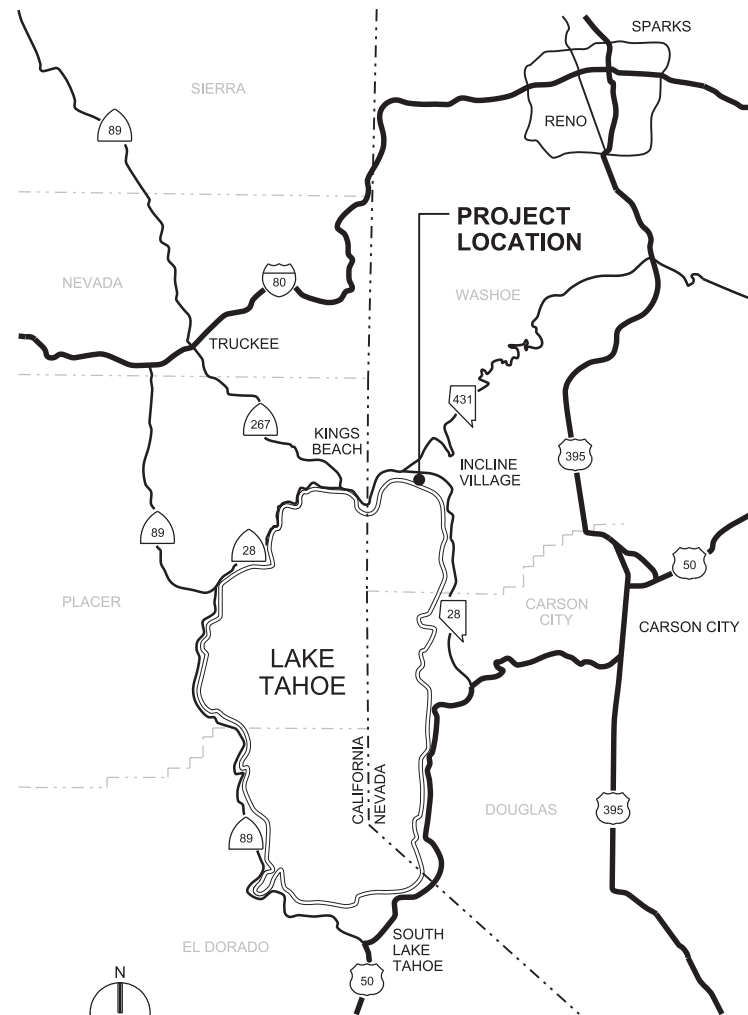
AUGUST 2019



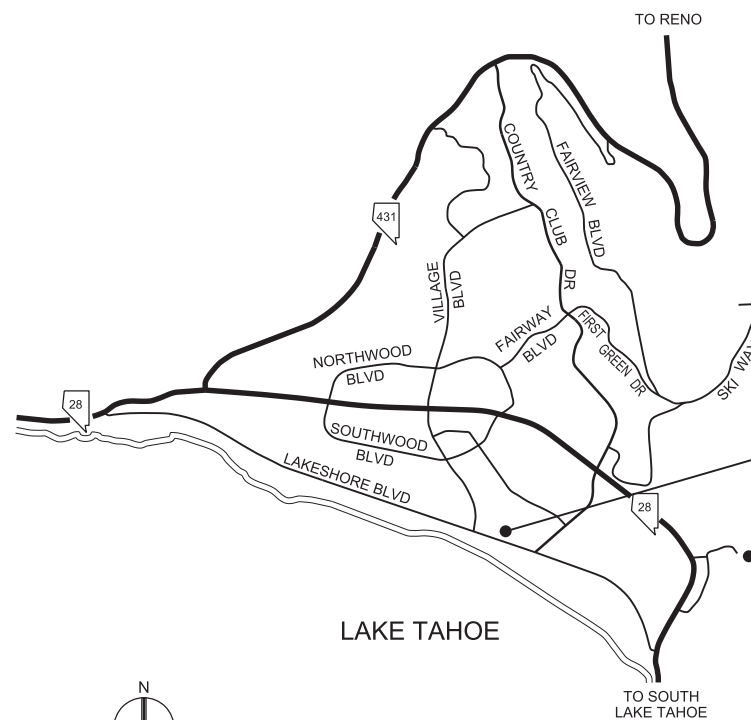
VOLUME 2 OF 2
DRAWINGS

INDEX TO DRAWINGS

SHEET NO.	DRAWING NO.	TECHNOLOGY	TITLE
1	G-1001	GENERAL	COVER SHEET AND DRAWING INDEX
2	G-1002	GENERAL	ABBREVIATIONS
3	G-1003	GENERAL	ELECTRICAL LEGEND
4	G-1004	GENERAL	INSTRUMENTATION AND CONTROL LEGEND
5	D-1001	ELECTRICAL	ONE LINE DIAGRAM DEMOLITION
6	D-1002	ELECTRICAL	PUMP BUILDING DEMOLITION PLAN
7	D-1003	ELECTRICAL	PUMP BUILDING DEMOLITION PLAN
8	E-1001	ELECTRICAL	SITE PLAN
9	E-1002	ELECTRICAL	PUMP BUILDING PLAN
10	E-1003	ELECTRICAL	PUMP BUILDING PLAN AND SECTION
11	E-1004	ELECTRICAL	ONE LINE DIAGRAM
12	E-1005	ELECTRICAL	MCC ELEVATIONS AND PANEL SCHEDULE
13	E-1006	ELECTRICAL	CONTROL DIAGRAM - 1
14	E-1007	ELECTRICAL	CONTROL DIAGRAM - 2
15	E-1008	ELECTRICAL	CONTROL DIAGRAM - 3
16	E-2001	ELECTRICAL	SECTION AND DETAILS - 1
17	E-2002	ELECTRICAL	DETAILS - 2
18	N-1001	INSTRUMENTATION	PUMP STATION P&ID
19	N-1002	INSTRUMENTATION	CONTROL PANEL - TYPICAL WIRING DIAGRAMS



LOCATION MAP



VICINITY MAP

SEWAGE PUMP STATION NO. 1
TAHOE BLVD
INCLINE VILLAGE, NV 89451
COORDINATES: 39.240837, -119.947111
INCLINE VILLAGE WWTP
1250 SWEETWATER ROAD
INCLINE VILLAGE, NV 89451

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
BOARD OF TRUSTEES:**

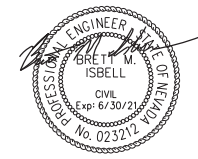
- | | |
|-----------------------|----------------------|
| KENDRA WONG | CHAIRWOMAN |
| PHILIP HORAN | VICE CHAIRMAN |
| MATTHEW DENT | TREASURER |
| TIM CALLICRATE | SECRETARY |
| PETER MORRIS | TRUSTEE |



Know what's below.
Call before you dig.



AREA OFFICE: 50 WEST LIBERTY ST STE. 205 RENO, NEVADA 89501 (775) 329-7300	DESIGN OFFICE: 2525 AIRPARK DRIVE REDDING, CA 96001 (530) 243-5831
--	--



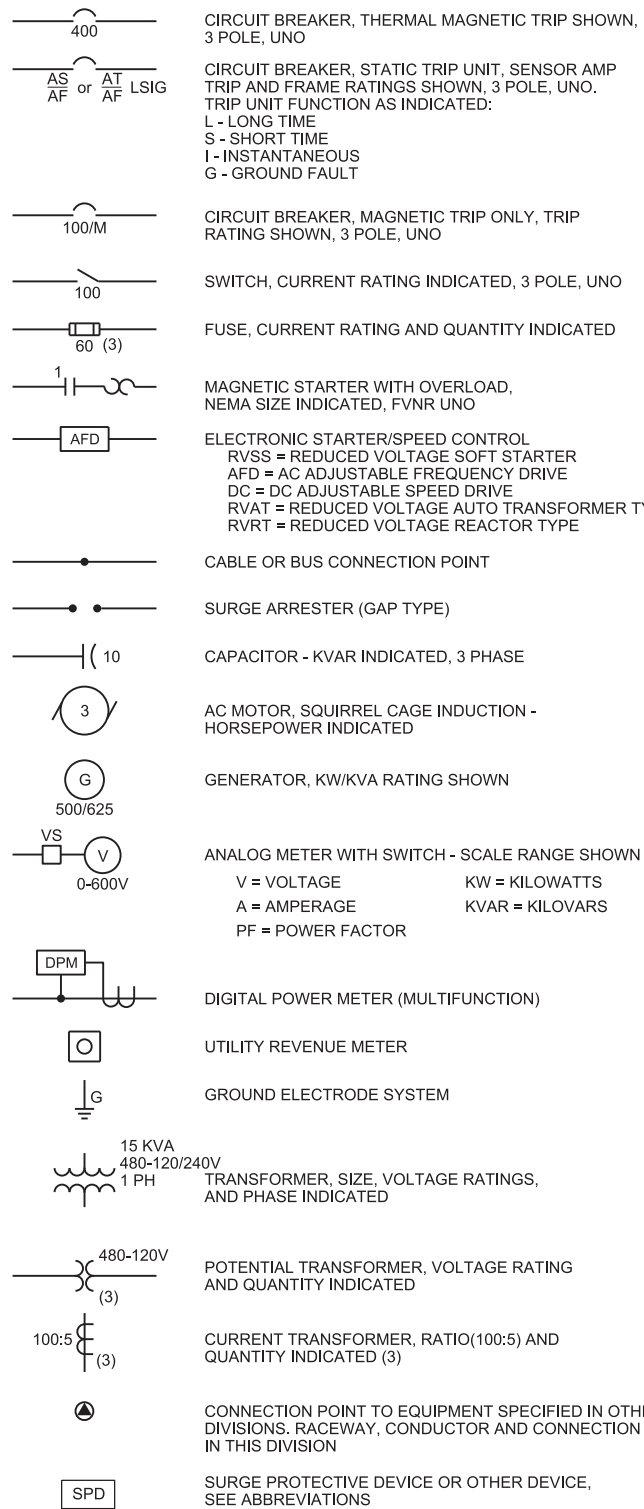
NO.	DATE	DGN	DR	CHK	BY
					B. ISBELL



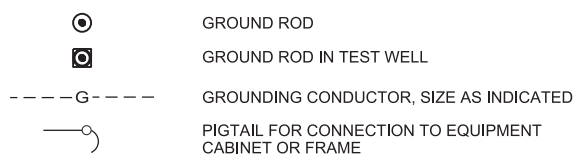
JACOBS
GENERAL
COVER SHEET AND DRAWING INDEX

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	AUGUST 2019
PROJ	703648
DWG	G-1001
SHEET	1 OF 19

ONE LINE DIAGRAMS



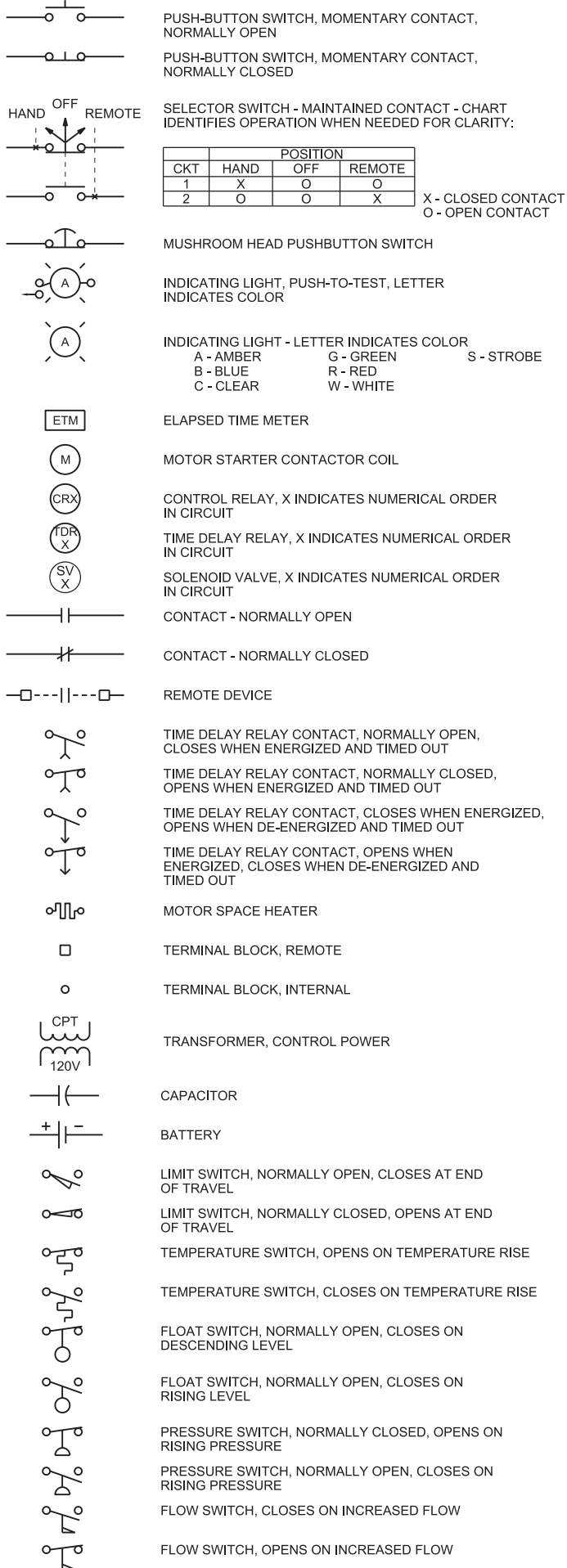
GROUND SYSTEM PLAN



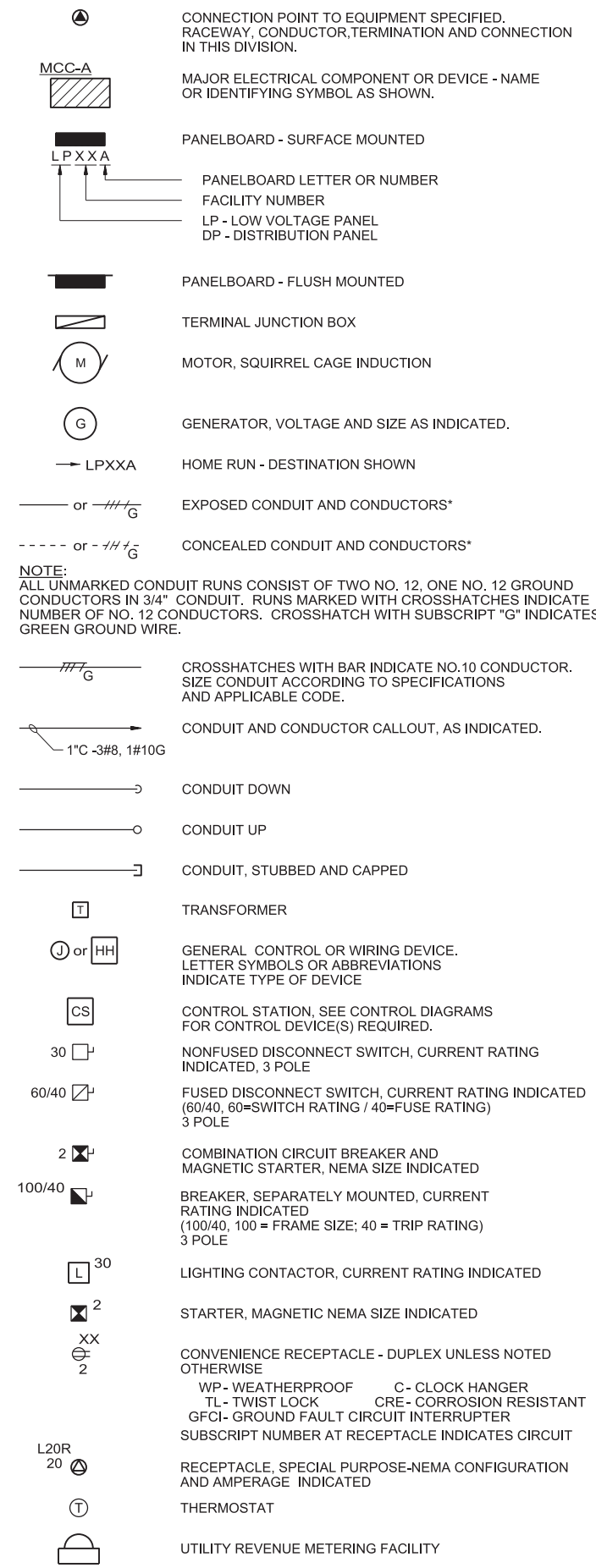
NOTES:

- 1. THESE ARE STANDARD LEGEND SHEETS. SOME SYMBOLS AND ABBREVIATIONS MAY APPEAR ON THE LEGEND AND NOT ON THE DRAWINGS.
- 2. FOR ADDITIONAL ABBREVIATIONS OF OTHER DIVISIONS (HVAC, MECHANICAL, AND STRUCTURAL/ARCHITECTURAL) SEE OTHER LEGENDS.

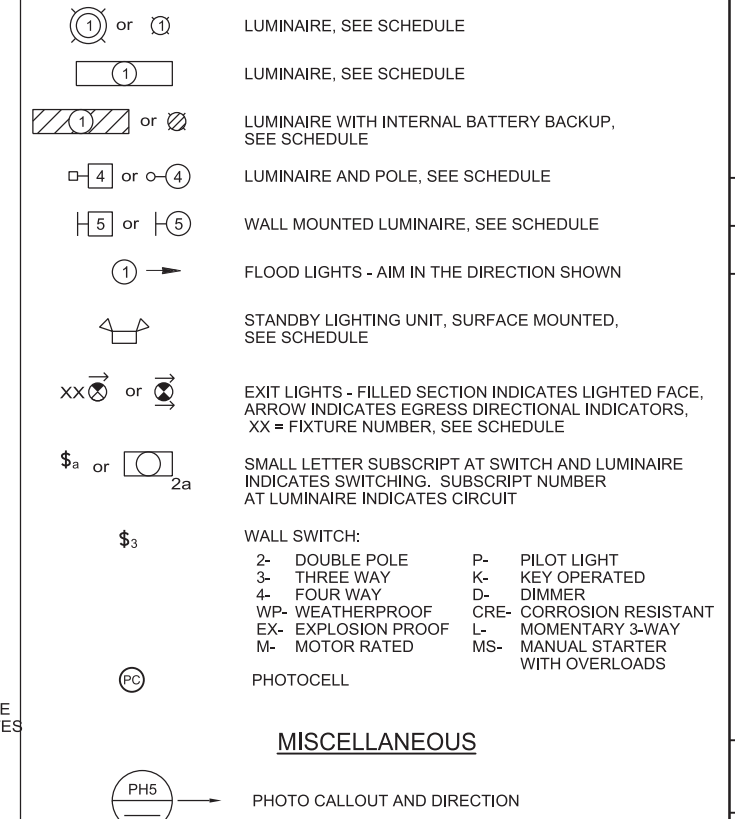
CONTROL DIAGRAMS



POWER SYSTEM PLAN



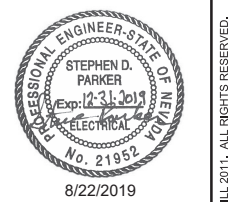
LIGHTING SYSTEM PLAN



MISCELLANEOUS

ABBREVIATIONS

A	AMPERE, AUTOMATIC	K	KEY INTERLOCK
AC	ALTERNATING CURRENT	KA	KILOAMPERES
AFD	ADJUSTABLE FREQUENCY DRIVE	KV	KILOVOLT
AFF	ABOVE FINISHED FLOOR	KVA	KILOVOLT AMPERES
ATS	AUTOMATIC TRANSFER SWITCH	KW	KILOWATTS
BKR	BREAKER	M	MAGNETIC CONTACTOR COIL, MOTOR, MANUAL MOTOR CONTROL CENTER
C	CONDUIT, CONTACTOR, CONDUCTOR, CLOSE	MCC	MANHOLE, METAL HALIDE, MOUNTING HEIGHT
CPT	CONTROL POWER TRANSFORMER	MH	MANHOLE, METAL HALIDE, MOUNTING HEIGHT
CR	CONTROL RELAY	NC	NORMALLY CLOSED
CT	CURRENT TRANSFORMER, CABLE TRAY	N.O.	NORMALLY OPEN
DC	DIRECT CURRENT	NTS	NOT TO SCALE
DP	DISTRIBUTION PANEL	OL	OVERLOAD RELAY
DPM	DIGITAL POWER METER	PB	PULL BOX
E	EMPTY	RGS	RIGID GALVANIZED STEEL CONDUIT
F, FU	FUSE	SPD	SURGE PROTECTIVE DEVICE
FREQ	FREQUENCY	ST	SHUNT TRIP
G	GROUND	SS	START STOP
GEN	GENERATOR	SST	STAINLESS STEEL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SV	SOLENOID VALVE
GND	GROUND	SWBD	SWITCHBOARD
HH	HANDHOLE	TYP	TYPICAL
HOA	HAND-OFF-AUTO	UNO	UNLESS NOTED OTHERWISE
HP	HORSEPOWER	V	VOLTAGE, VOLTS
HS	HAND SWITCH	W	WATTS
HZ	HERTZ	WP	WEATHERPROOF
IC	INTERRUPTING CAPACITY	XFMR	TRANSFORMER
J, JB	JUNCTION BOX		



NO.	DATE	REVISION	BY	APVD
		CHK	S. PARKER	
		DR	T. HILL	
		APVD	K. BISHOP	
		APVD	B. ISBELL	



JACOBS ELECTRICAL

ELECTRICAL LEGEND

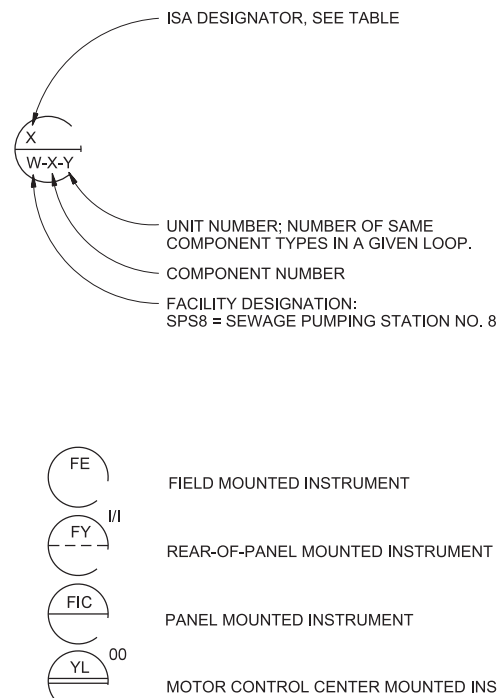
VERIFY SCALE

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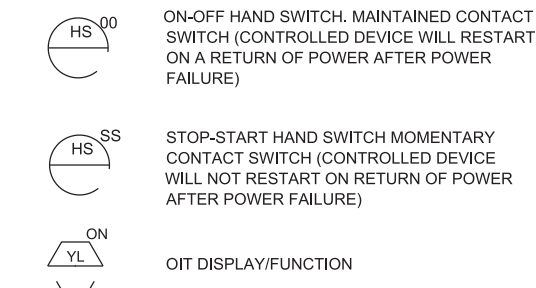
DATE: AUGUST 2019
PROJ: 703648
DWG: G-1003
SHEET: 3 OF 19

INSTRUMENTATION IDENTIFICATION

EXAMPLE SYMBOLS



SPECIAL CASES



SELF CONTAINED VALVE & EQUIPMENT TAG NUMBERS

D: ARV = AIR RELEASE VALVE
 AS = AIR SEPARATOR
 ASV = ANTI-SYPHON VALVE
 AVR = AIR AND VACUUM RELEASE VALVE
 BPCV = BACK PRESSURE REGULATING VALVE
 E = EDUCTOR
 ECU = EVAPORATIVE COOLER UNIT
 FAN = FAN, SUPPLY OR EXHAUST
 FCV = FLOW CONTROL VALVE
 G = GATE
 LCV = LEVEL CONTROL VALVE
 M = MECHANICAL EQUIPMENT
 MXR = MIXER
 P = PUMP
 PCV = PRESSURE CONTROL VALVE
 PVRV = PRESSURE/VACUUM RELIEF VALVE
 PSE = RUPTURE DISK
 PSV = PRESSURE RELIEF VALVE
 SV = SOLENOID VALVE
 T = TANK
 TCV = TEMPERATURE CONTROL VALVE
 W = FACILITY DESIGNATION
 X = COMPONENT NUMBER
 Y = UNIT NUMBER

INSTRUMENT IDENTIFICATION LETTERS TABLE

LETTER	FIRST LETTER (S)		SUCCEEDING LETTERS		
	PROCESS OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS (+)		ALARM		
B	BURNER FLAME		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE (+)
C	CONDUCTIVITY			CONTROL	
D	DENSITY (S.G)	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE	RATIO			
G	GAUGE		GLASS	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME OR SCHEDULE			CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	MOTION				MIDDLE
N	MOISTURE		USERS CHOICE (+)	USERS CHOICE (+)	USERS CHOICE (+)
O	USERS CHOICE (+)		ORIFICE		
P	PRESSURE (OR VACUUM)		POINT (TEST CONNECTION)		
Q	QUANTITY	INTEGRATE	INTEGRATE		
R			RECORD OR PRINT		
S	SPEED OR FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE (+)		MULTIFUNCTION	MULTIFUNCTION (+)	MULTIFUNCTION (+)
V	VISCOSITY			VALVE OR DAMPER	
W	WEIGHT OR FORCE		WELL		
X	UNCLASSIFIED (+)		UNCLASSIFIED (+)	UNCLASSIFIED (+)	UNCLASSIFIED (+)
Y	EVENT		RELAY OR COMPUTE (+)		
Z			DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT		

TABLE BASED ON THE INTERNATIONAL SOCIETY OF AUTOMATION (ISA) STANDARD.

(+) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL. SEE ABBREVIATIONS.

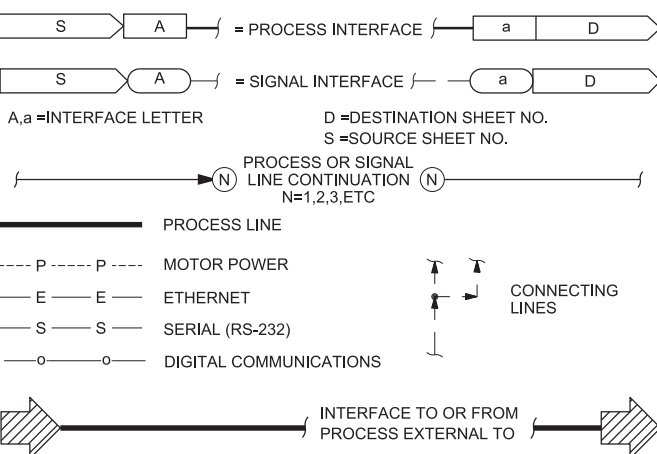
PLC INTERFACES

- ▲ ANALOG INPUT (4-20mA DC)
- ▼ ANALOG OUTPUT (4-20mA DC)
- △ DISCRETE INPUT (24 VDC OR 120VAC)
- ▽ DISCRETE OUTPUT (DRY CONTACT, 120VAC)

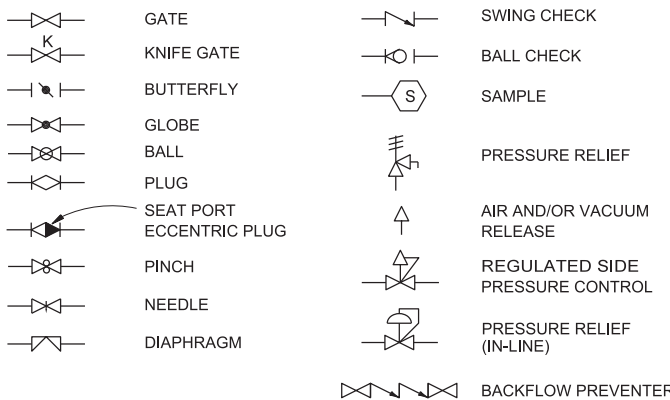
FLOW STREAM IDENTIFICATION

- DR — DRAIN
- RS — RAW SEWAGE
- SRS — SCREENED RAW SEWAGE

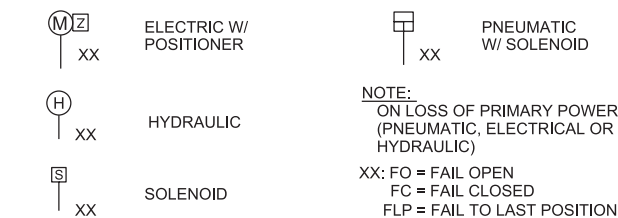
INTERFACE SYMBOLS & LINE LEGEND



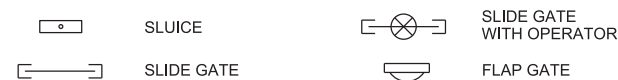
VALVE SYMBOLS



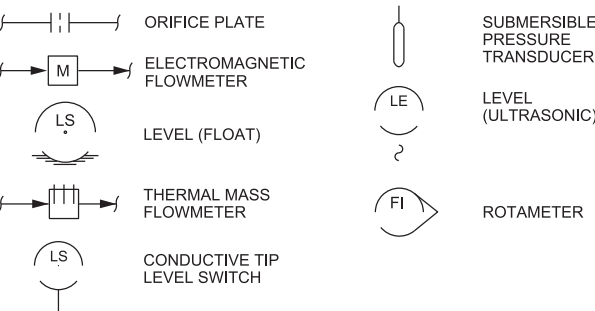
ACTUATOR SYMBOLS



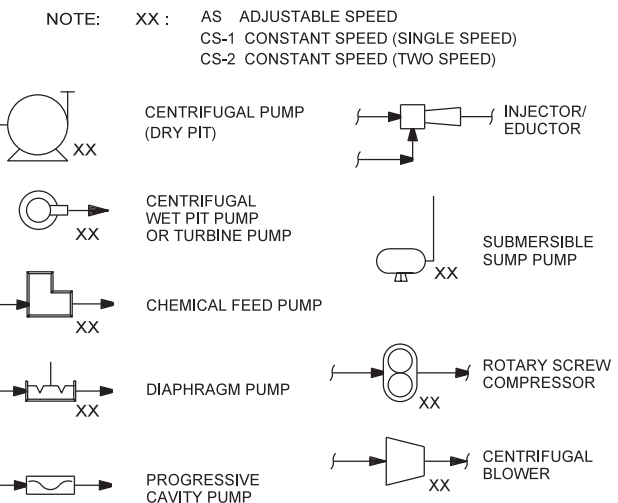
GATE SYMBOLS



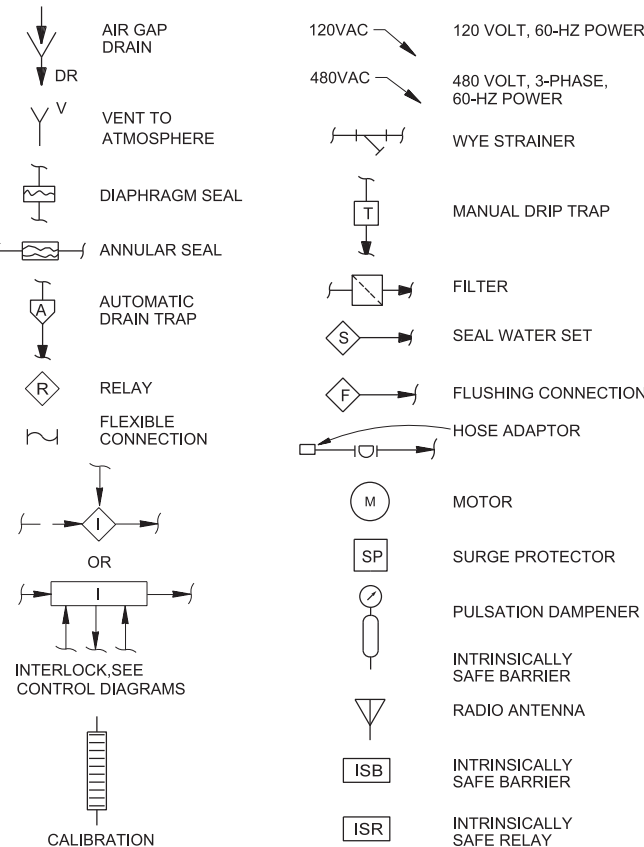
PRIMARY ELEMENT SYMBOLS



PUMP SYMBOLS



MISCELLANEOUS SYMBOLS

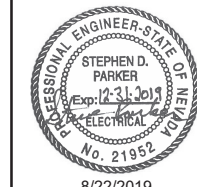


ABBREVIATIONS

ACK	ACKNOWLEDGE	OO	ON-OFF
AFD	ADJUSTABLE FREQUENCY DRIVE	OOA	ON-OFF-AUTO
AUTO	AUTOMATIC	OOR	ON-OFF-REMOTE
ATS	AUTOMATIC TRANSFER SWITCH	OSC	OPEN-STOP-CLOSE
BTD	BEARING TEMPERATURE DETECTOR	PCP	PLANT CONTROL PANEL
CL ₂	CHLORINE	pH	HYDROGEN ION CONCENTRATION
CMD	COMMAND	PIPS	PRIMARY INFLUENT PUMP STATION
CP	CONTROL PANEL	PLC	PROGRAMMABLE LOGIC CONTROLLER
CS	CONSTANT SPEED, CONTROL STATION	POS	POSITION
EMERG	EMERGENCY	PS	PUMP STATION
FWD	FORWARD	QTY	QUANTITY
GCP	GENERATOR CONTROL PANEL	REV	REVERSE
GEN	GENERATOR	RIO	REMOTE I/O
HOA	HAND-OFF-AUTO	RSL	RAISE-STOP-LOWER
IPS2	INFLUENT PUMP STATION #2	RTU	REMOTE TELEMETRY UNIT
LCP	LOCAL CONTROL PANEL	RVSS	REDUCED VOLTAGE SOLID STATE
LOR	LOCAL-OFF-REMOTE	SEQ	SEQUENCE
LOS	LOCKOUT STOP	SP	SET POINT
LR	LOCAL-REMOTE	SS	SPEED
MA	MANUAL-AUTO	SS	START - STOP
MCC	MOTOR CONTROL CENTER	TJB	TERMINAL JUNCTION BOX
MFR	MANUFACTURER	UPS	UNINTERRUPTIBLE POWER SUPPLY
MPD	MOTOR PROTECTION DEVICE	UV	ULTRAVIOLET
MS	MOTOR STARTER	VFD	VARIABLE FREQUENCY DRIVE
MLD	MOTOR LEAKAGE DETECTOR		
MSC	MANUFACTURER SUPPLIED CABLE		
MTD	MOTOR TEMPERATURE DETECTOR		
OC	OPEN-CLOSE (D)		
OCR	OPEN-CLOSE-REMOTE		
OCA	OPEN-CLOSE-AUTO		
OIT	OPERATOR INTERFACE TERMINAL		
OL	OVERLOAD		

GENERAL NOTES

- THIS A STANDARD LEGEND, THEREFORE NOT ALL OF THIS INFORMATION MAY BE USED ON THIS PROJECT.
- COMPONENTS AND PANELS SHOWN WITH A DOUBLE (**) ARE PART OF A PACKAGE SYSTEM; SEE EQUIPMENT SPECIFICATIONS.

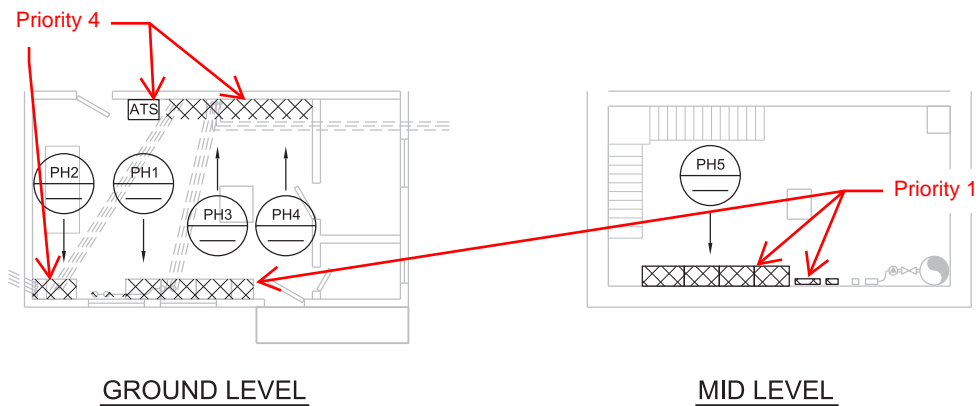


NO.	DATE	REVISION	BY	APVD
			T. HILL	B. ISBELL
			K. BISHOP	
			S. PARKER	
			DR	
			CHK	
			APVD	



JACOBS GENERAL INSTRUMENTATION AND CONTROL LEGEND

VERIFY SCALE	
DATE	AUGUST 2019
PROJ	703648
DWG	G-1004
SHEET	4 OF 19



PARTIAL PLAN
NTS

NOTES:

- 1. REMOVE AND SALVAGE ATS FOR RE-USE.
- 2. DEMOLISH MCC-C.
- 3. PRESERVE AND PROTECT, FOR RE-USE EXISTING SERVICE LATERALS, DEMOLISH MAIN BREAKER AND METERING SECTION.
- 4. PRESERVE AND PROTECT, FOR RE-USE FEEDER AND BRANCH CIRCUIT CONDUCTORS FROM MCC D BUCKETS, PANEL LL AND PANEL HH. PRESERVE AND PROTECT ALL CONTROL AND SIGNAL CONDUCTORS TO FIELD DEVICES, FOR RE-USE BEFORE DEMOLISHING MCC D.
- 5. SALVAGE LCP TO OWNER.
- 6. DEMOLISH CONDUIT AND CONDUCTORS BACK TO LOAD SOURCE.
- 7. DEMOLISH CONDUIT AND CONDUCTORS. PROVIDE TEMPORARY POWER TO 480V SWITCHBOARD PER SEQUENCING DOCUMENTATION IN SPECIFICATIONS.
- 8. DETERMINE IF CONDUIT AND CONDUCTORS ARE REQUIRED. RE ROUTE CONDUIT AND CONDUCTORS AS REQUIRED.
- 9. DEMOLISH CONDUIT AND CONDUCTORS BACK TO LOAD/SOURCE.
- 10. SALVAGE SURGE PROTECTION DEVICES TO OWNER.
- 11. DEMOLISH 120V AND 208V EXTRACTOR FAN AND BLOWER MOTOR CONTROLS; DETERMINE WHICH EXTRACTOR FANS AND BLOWERS ARE STILL IN USE AND POWERED FROM PANEL LL. PRESERVE CONDUCTORS FOR RE-TERMINATION TO NEW PANEL LL.

Replace-in-kind if in fault or no longer functional.

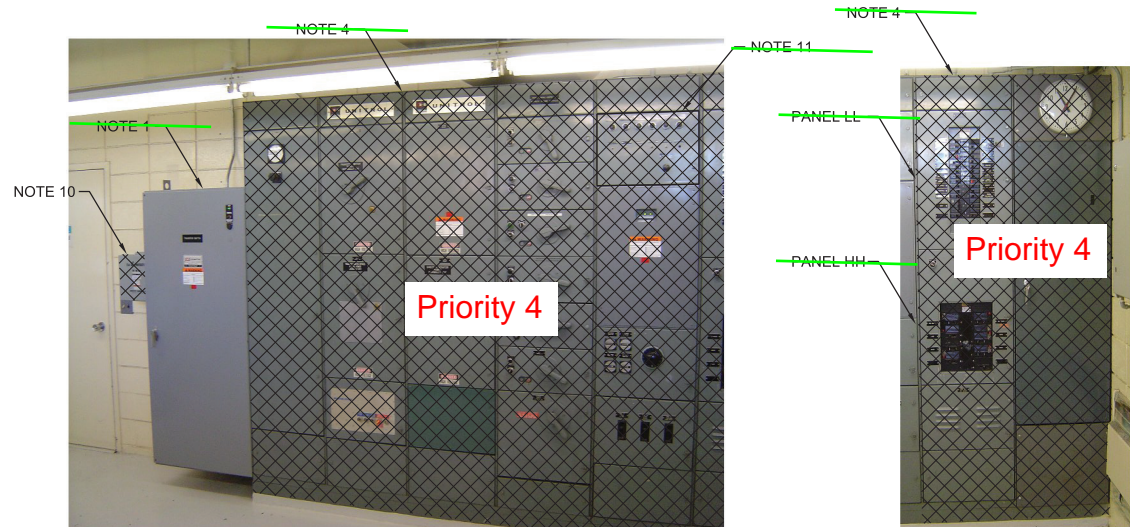


MCC-C LOOKING SOUTH WEST

MAIN LOOKING SOUTH WEST

1 PHOTO
NTS

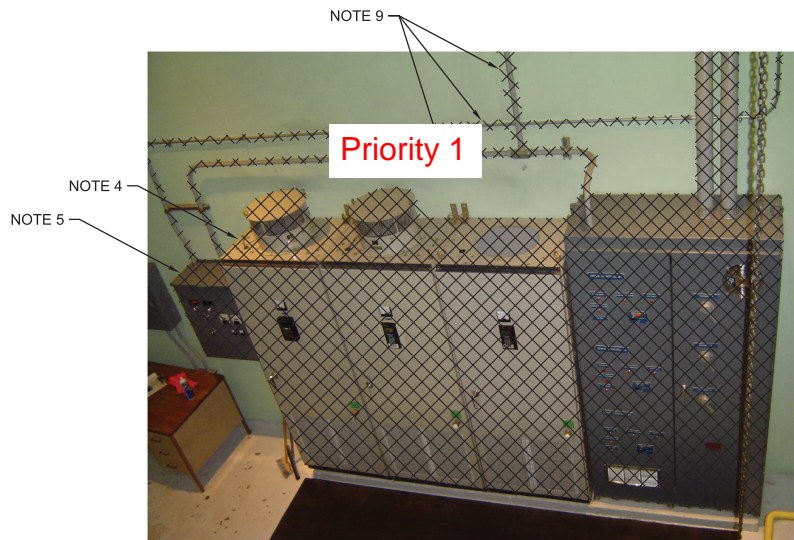
2 PHOTO
NTS



MCC-D LOOKING NORTH EAST

3 PHOTO
NTS

4 PHOTO
NTS



SWITCHBOARD AND VFD'S LOOKING SOUTH WEST

5 PHOTO
NTS

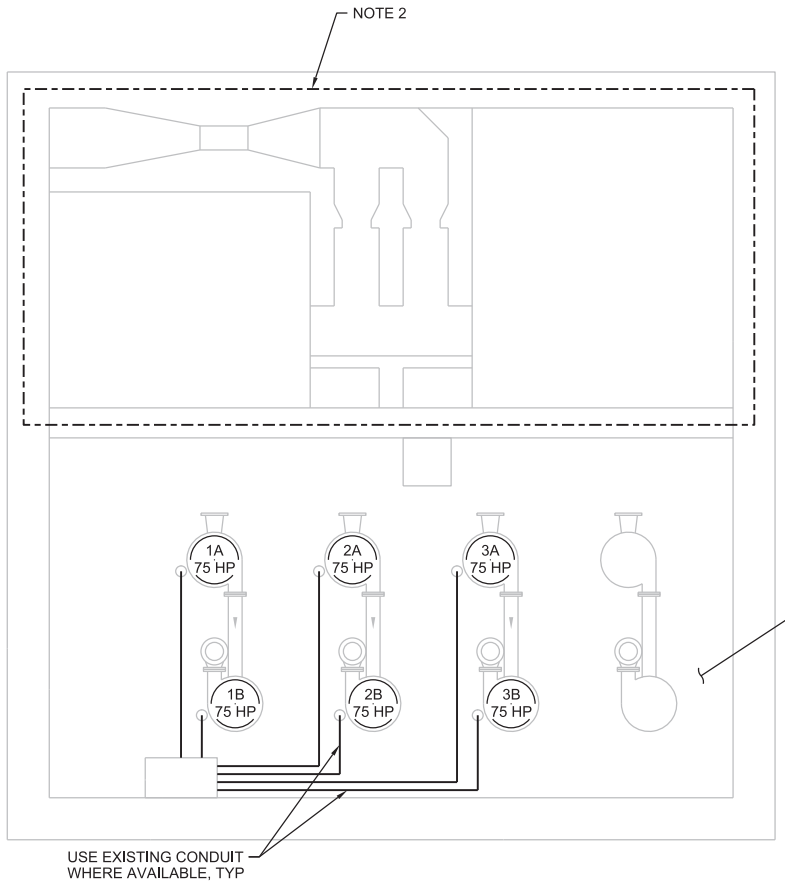


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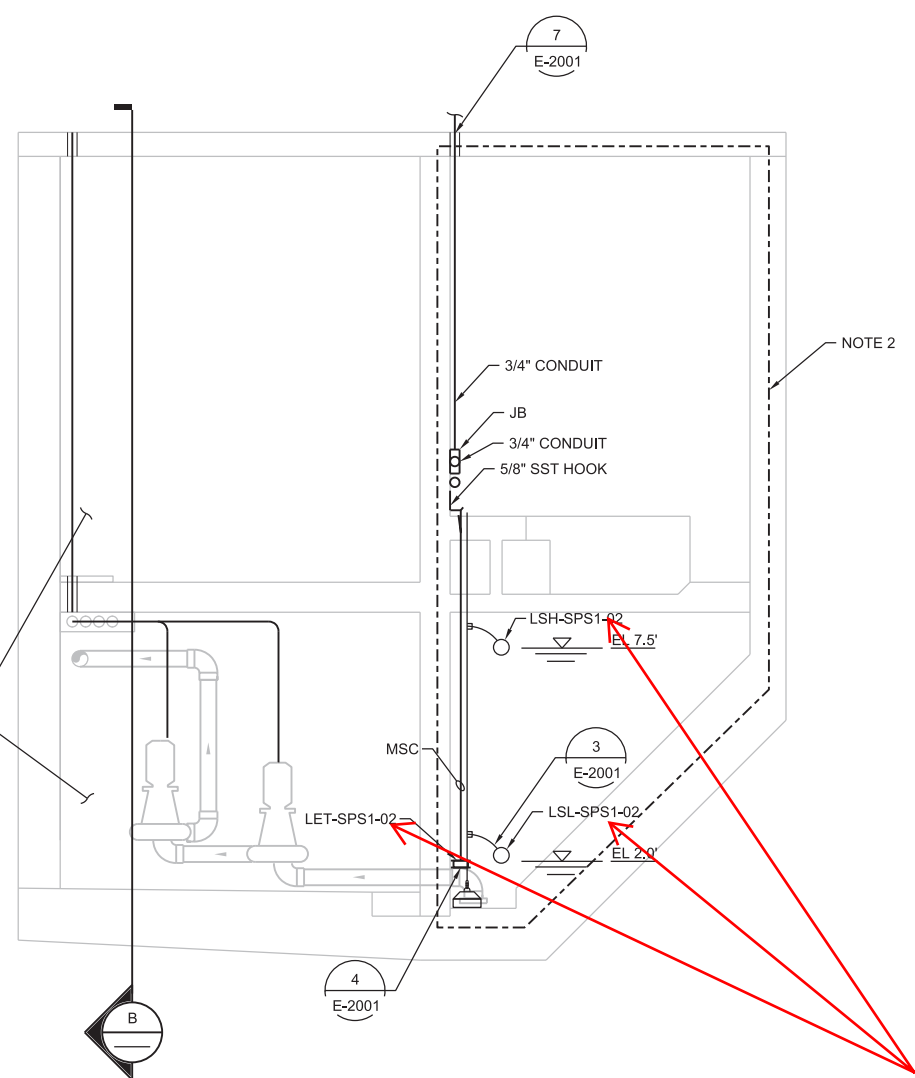
T. HILL
K. BISHOP
S. PARKER
B. ISBELL

JACOBS
ELECTRICAL
PUMP BUILDING DEMOLITION PLAN

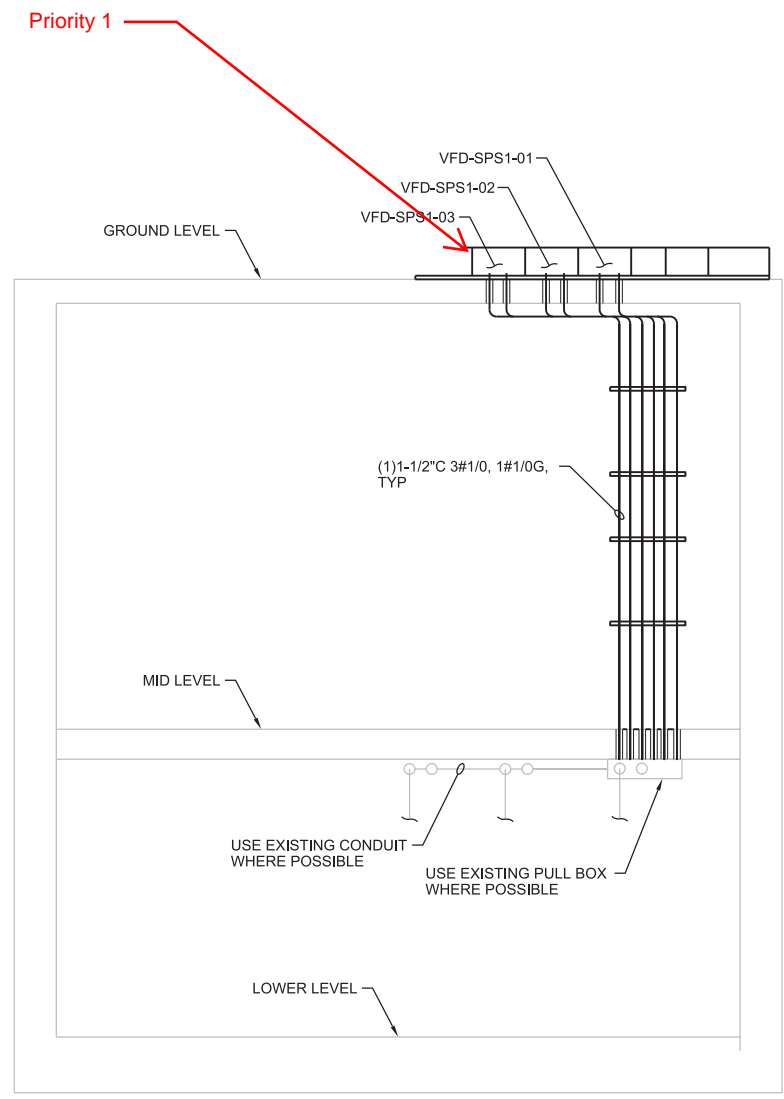
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DATE AUGUST 2019
PROJ 703648
DWG D-1003
SHEET 7 OF 19



LOWER LEVEL PLAN
1/4"=1'-0"



A SECTION
1/4"=1'-0"



B SECTION
1/4"=1'-0"

Priority 1

Priority 2, should remain in project given relative low cost.

- NOTES:**
1. THIS AREA IS A CLASS 1, DIVISION 2 CLASSIFIED HAZARDOUS AREA.
 2. THIS AREA IS CLASS 1, DIVISION 1 CLASSIFIED HAZARDOUS AREA.



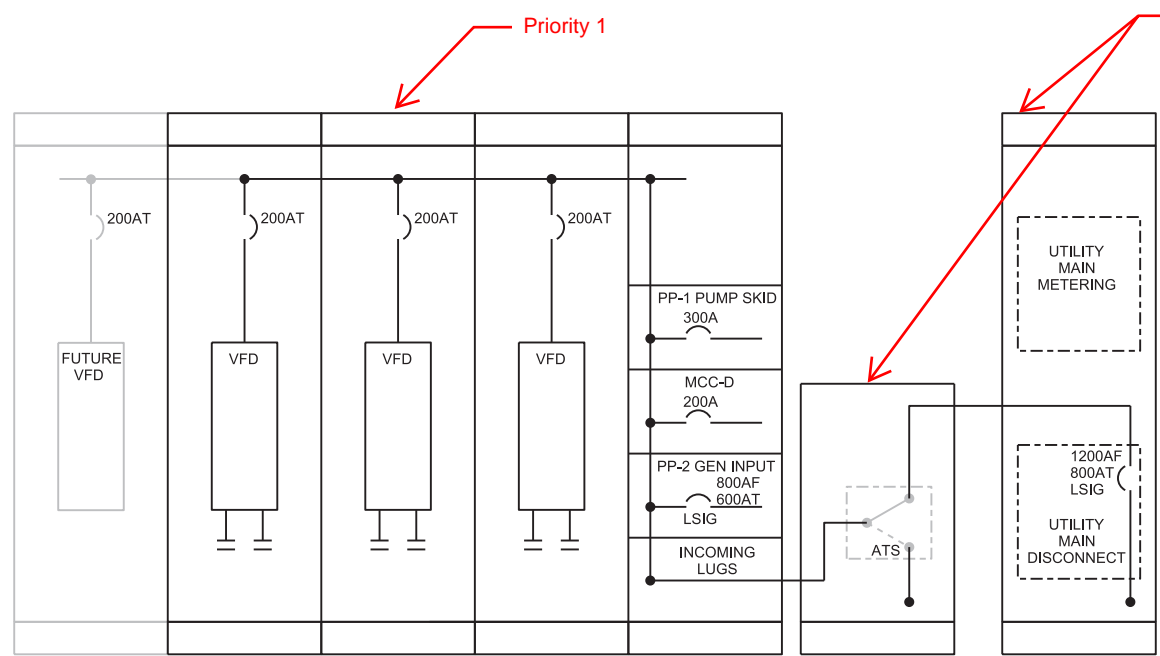
NO.	DATE	DR	CHK	APVD	BY	APVD
		T. HILL	K. BISHOP	S. PARKER		B. ISBELL



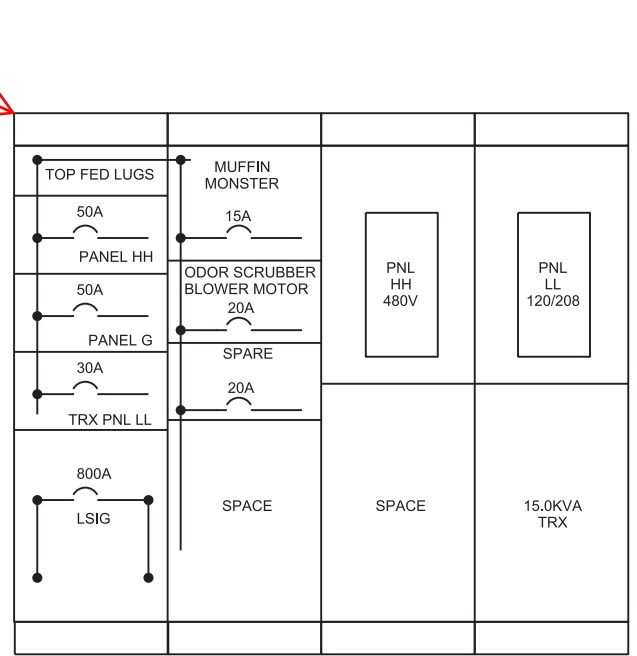
JACOBS
ELECTRICAL
PUMP BUILDING PLAN AND SECTIONS

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

DATE	AUGUST 2019
PROJ	703648
DWG	E-1003
SHEET	10 OF 19



MCC-C ELEVATION



MCC-D ELEVATION

PNL: HH
 SERVICE VOLTAGE: 480V
 TOTAL LOAD KVA: 29.7
 REMARKS:
 LOCATION: SPS-01
 PHASE: 3
 BUS SIZE: 100A
 NEUTRAL: N/A
 WIRE: 3
 MAIN SIZE: N/A
 MOUNTING: MCC
 TYPE: NEMA 1

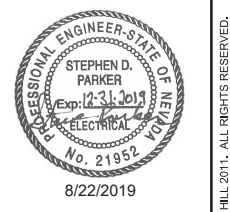
LOAD IN KVA			CIRCUIT DESCRIPTION	BKR A/P	CKT NO.	BKR A/P	CIRCUIT DESCRIPTION	LOAD IN KVA		
A	B	C						A	B	C
3.00			DUCT HEATER	20/3	1	2	DUCT HEATER	3.00		
	3.00								3.00	
		3.00								3.00
2.50			HEATER - 1ST FLOOR	20/2	3	4	HEATER - BATHROOM	0.75		
	2.50							0.75		
		1.25	HEATER - ODOR SCRUBBER	20/2	5	6	HEATER - BLOWER ROOM			1.25
1.25								1.25		
	0.05									
		0.05	SPD	20/3	7	8	SPARE			
0.05										
6.8	5.6	4.3	TOTAL					5.00	3.75	4.25

PHASE A LOAD (VA) =	10.55
PHASE B LOAD (VA) =	9.80
PHASE C LOAD (VA) =	4.30
TOTAL LOAD (VA) =	24.65

PNL: LL
 SERVICE VOLTAGE: 208/120V
 TOTAL LOAD KVA: 14.9
 REMARKS:
 LOCATION: SPS-01
 PHASE: 3
 BUS SIZE: 100A
 NEUTRAL: 100A
 WIRE: 4
 MAIN SIZE: N/A
 MOUNTING: MCC
 TYPE: NEMA 1

LOAD IN KVA			CIRCUIT DESCRIPTION	BKR A/P	CKT NO.	BKR A/P	CIRCUIT DESCRIPTION	LOAD IN KVA		
A	B	C						A	B	C
0.30			EXH FAN #1	20/1	1	2	EXH FAN #2	0.30		
	0.20		EXH FAN #3	20/1	3	4	EXH FAN #4		0.40	
		0.20	EXH FAN #5	20/1	5	6	FIT-SPS1-01			0.20
0.80			SPARE / SPARE	(2) 20/1	7	8	MAIN SERVICE SHUNT TRIP	0.05		
	0.30		SUMP PUMP	20/1	9	10	CHLORINATOR		0.10	
		0.40	RECEPTS.	20/1	11	12	SPARE			0.10
1.00			LIGHTS EXT.	20/1	13	14	LIGHTS MAIN FLOOR	0.90		
	1.00		LIGHTS CONTROL RM.	20/1	15	16	LIGHTS MOTOR RM.		1.20	
		0.80	LIGHTS COMMUNOTOR	20/1	17	18	LIGHT PUMP RM.			1.20
0.80			RECEPTS.	20/1	19	20	SPD	0.05		
	1.00		RECEPTS.	20/1	21	22	SPD		0.05	
		1.00	BACKFLOW RECEPT.	20/1	23	24	SPD			0.05
0.33								0.33		
	0.33		BLOWER #1	15/3	25	26	#2 HOIST		0.33	
		0.33								0.33
0.30			LCP	20/1	27	28	F-24	0.20		
3.5	2.8	2.7	TOTAL					1.83	2.08	1.88

PHASE A LOAD (VA) =	5.36
PHASE B LOAD (VA) =	4.91
PHASE C LOAD (VA) =	4.61
TOTAL LOAD (VA) =	14.88

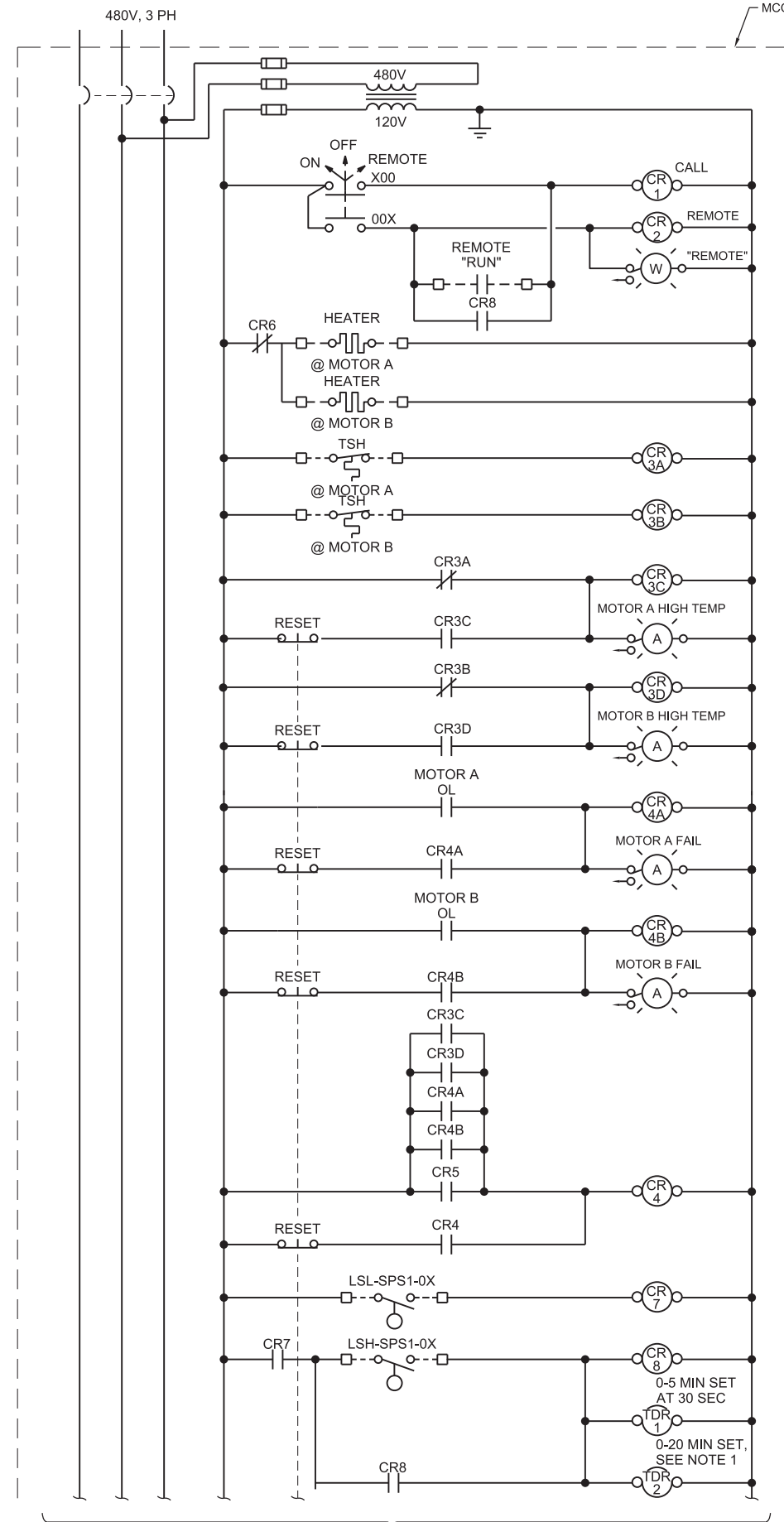


NO.	DATE	DSGN	DR	CHK	REVISION	BY
			T. HILL			B. ISBELL
						S. PARKER
						K. BISHOP



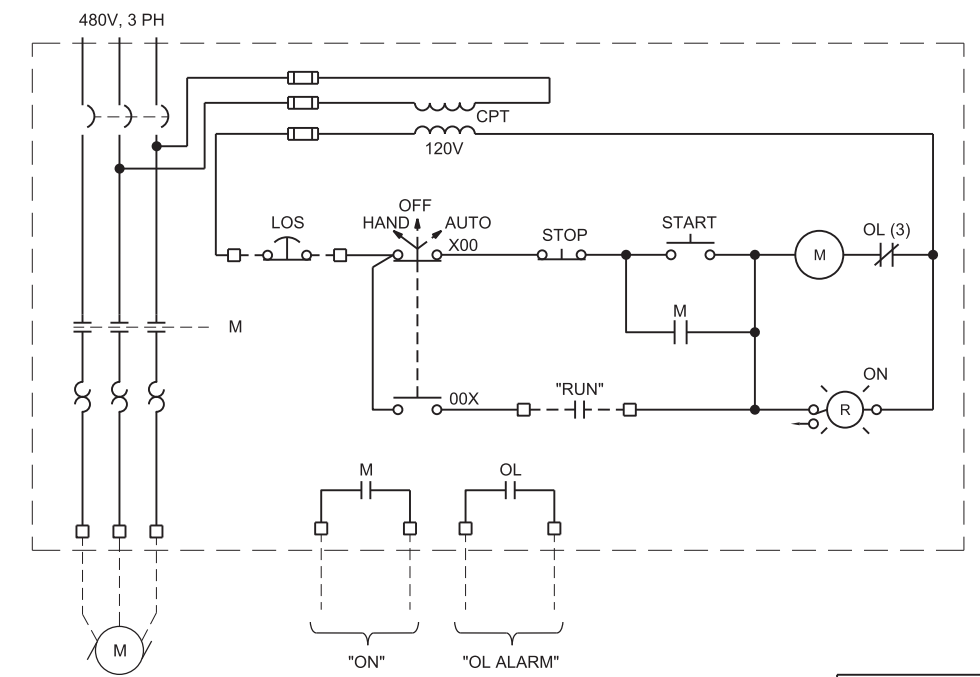
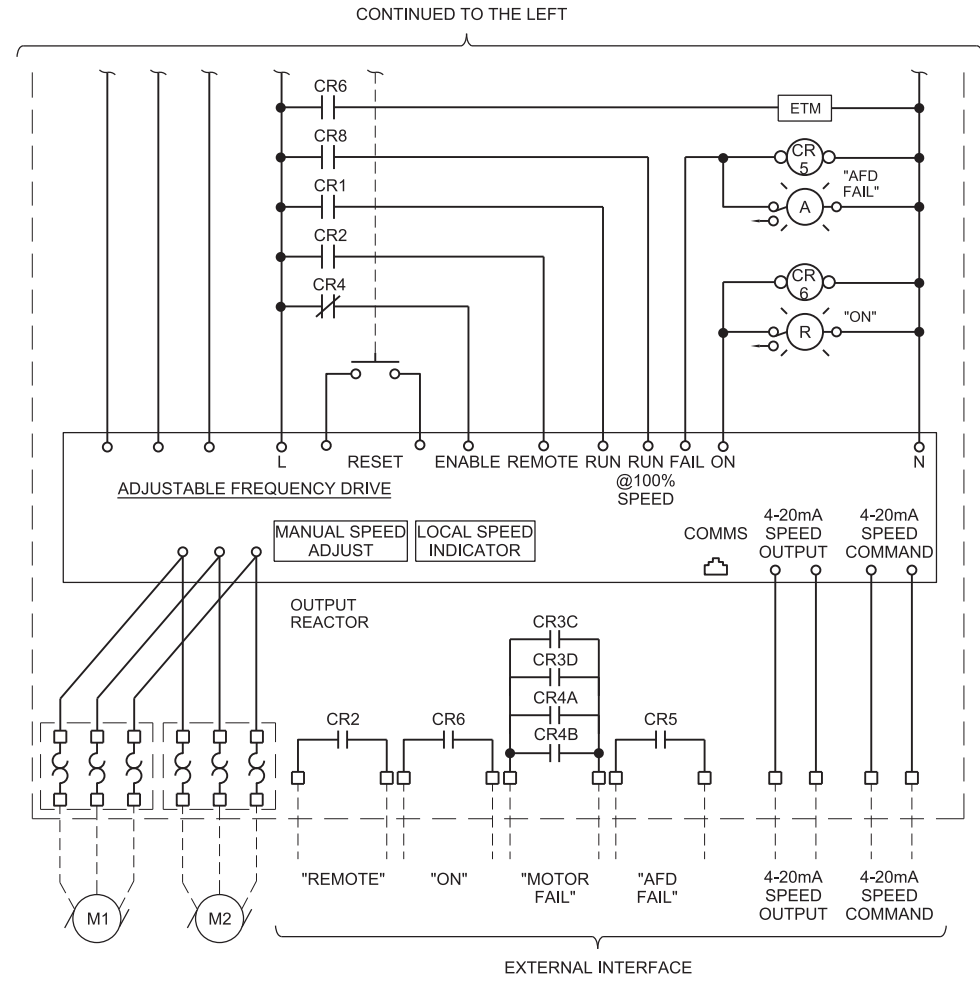
JACOBS
 ELECTRICAL
 MCC ELEVATIONS
 PANEL SCHEDULE

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	AUGUST 2019
PROJ	703648
DWG	E-1005
SHEET	12 OF 19

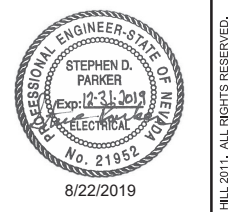


CONTINUED TO THE RIGHT
SEWAGE PUMP AFD's
 VFD-SPS1-01 AND VFD-SPS1-03

NOTE:
 1. INITIALLY SET TIMER TO 5 MIN. DURING COMMISSIONING, ADJUST TIMER SETPOINT WITH INPUT FROM OPERATIONS STAFF.



LEGEND FOR LSL AND LSH-SPS1-0X X=1&2
 LSL-SPS1-01 AT NORTH WEST WET WELL
 LSH-SPS1-01 AT NORTH WEST WET WELL
 LSL-SPS1-02 AT SOUTH EAST WET WELL
 LSH-SPS1-02 AT SOUTH EAST WET WELL

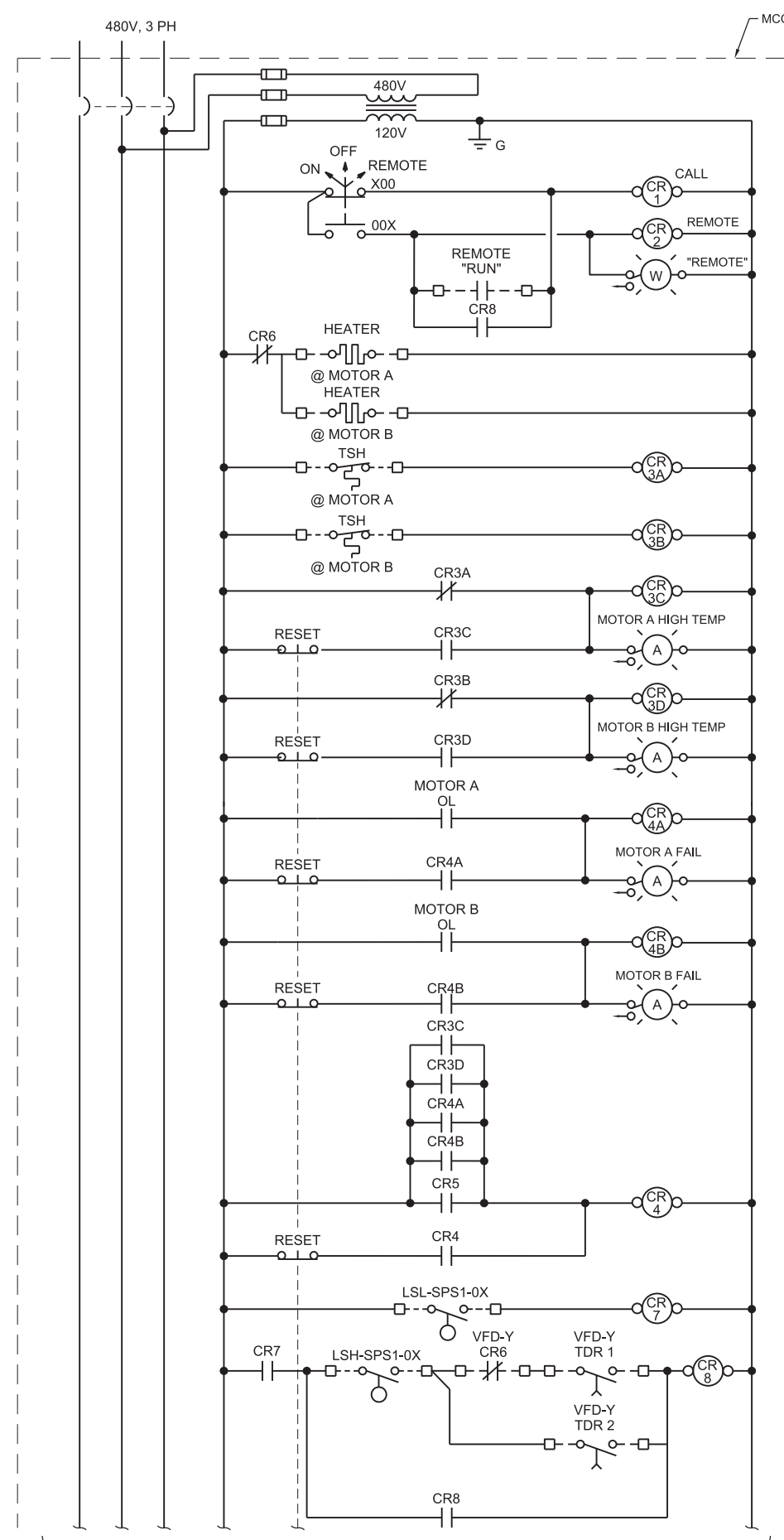


NO.	DATE	DR	CHK	REVISION	BY	APVD

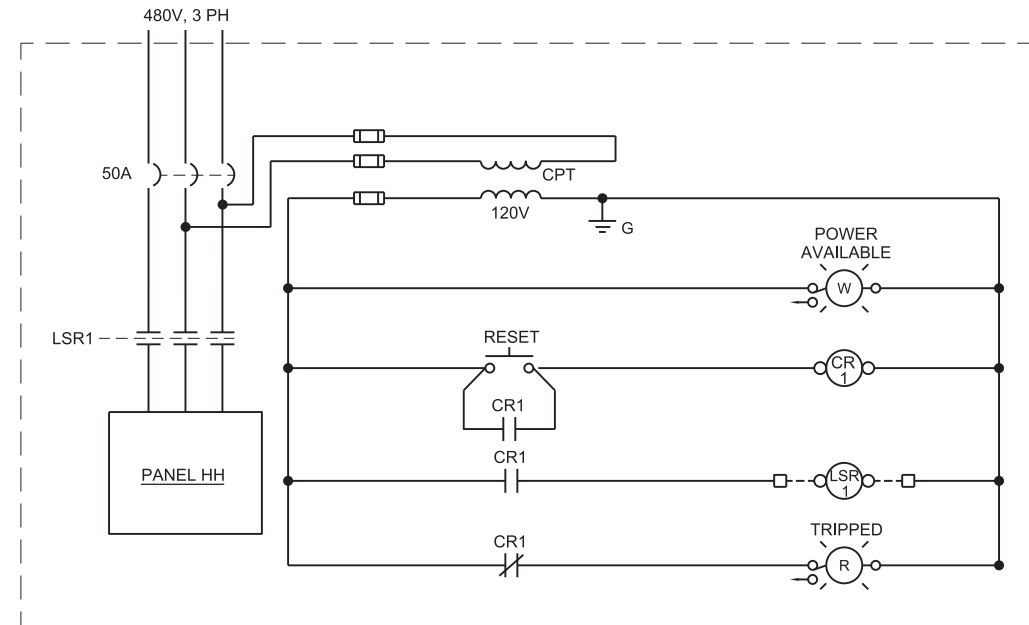
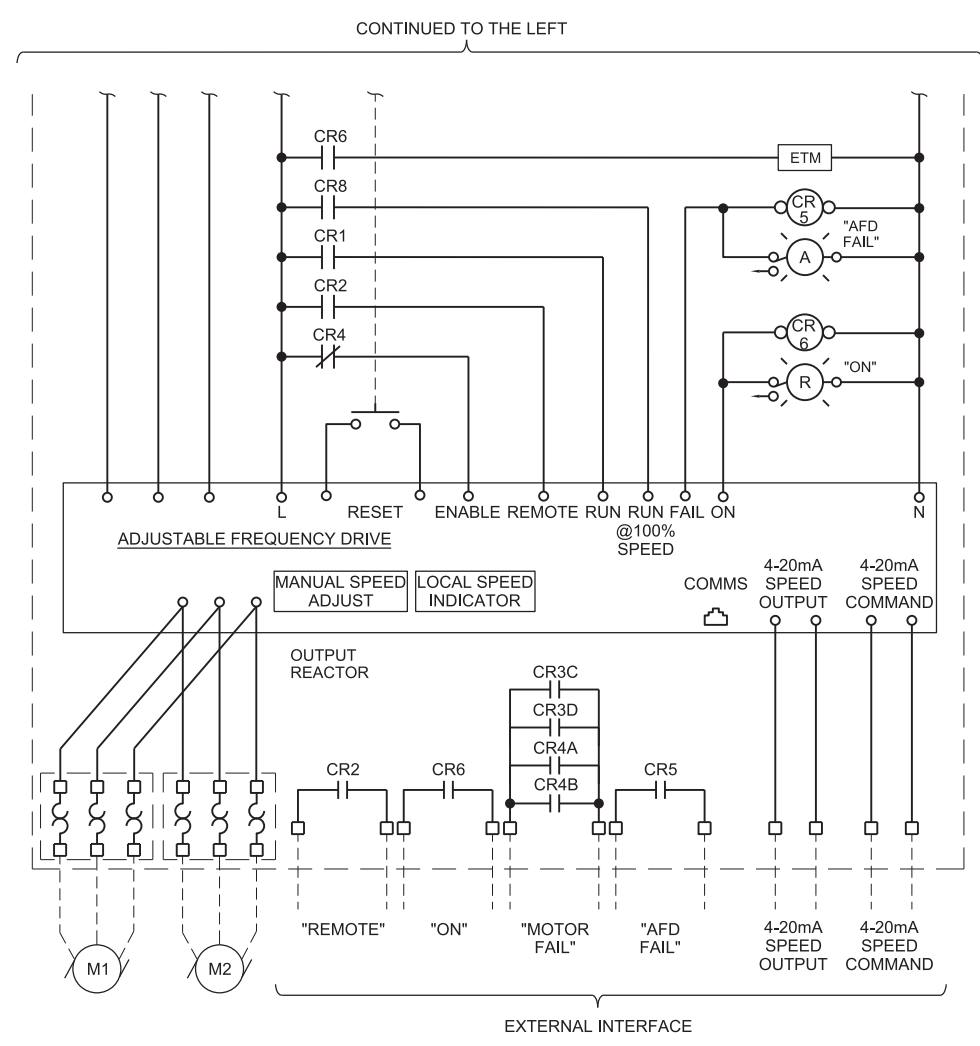


JACOBS
 ELECTRICAL
CONTROL DIAGRAM - 1

DATE	AUGUST 2019
PROJ	703648
DWG	E-1006
SHEET	13 OF 19



CONTINUED TO THE RIGHT
SEWAGE PUMP AFD's
 VFD-SPS1-02 AND (FUTURE VFD-SPS1-04)



LOAD SHED CONTACTOR CONTROL

LEGEND FOR LSL AND LSH-SPS1-0X X=1&2

LSL-SPS1-01 AT NORTH WEST WET WELL
LSH-SPS1-01 AT NORTH WEST WET WELL
LSL-SPS1-02 AT SOUTH EAST WET WELL
LSH-SPS1-02 AT SOUTH EAST WET WELL

LEGEND FOR AFD-Y-CR6 & AFD-Y-TDR1 Y= 1 & 3

AFD-1-CR6 AT AFD 1 ('ON SIGNAL')
AFD-1-TDR1 AT AFD 1 ('30 SEC TIME DELAY')
AFD-1-TDR2 AT AFD 1 ('5 MIN TIME DELAY')
AFD-3-CR6 AT AFD 3 ('ON SIGNAL')
AFD-3-TDR1 AT AFD 3 ('30 SEC TIME DELAY')
AFD-3-TDR2 AT AFD 3 ('5 MIN TIME DELAY')

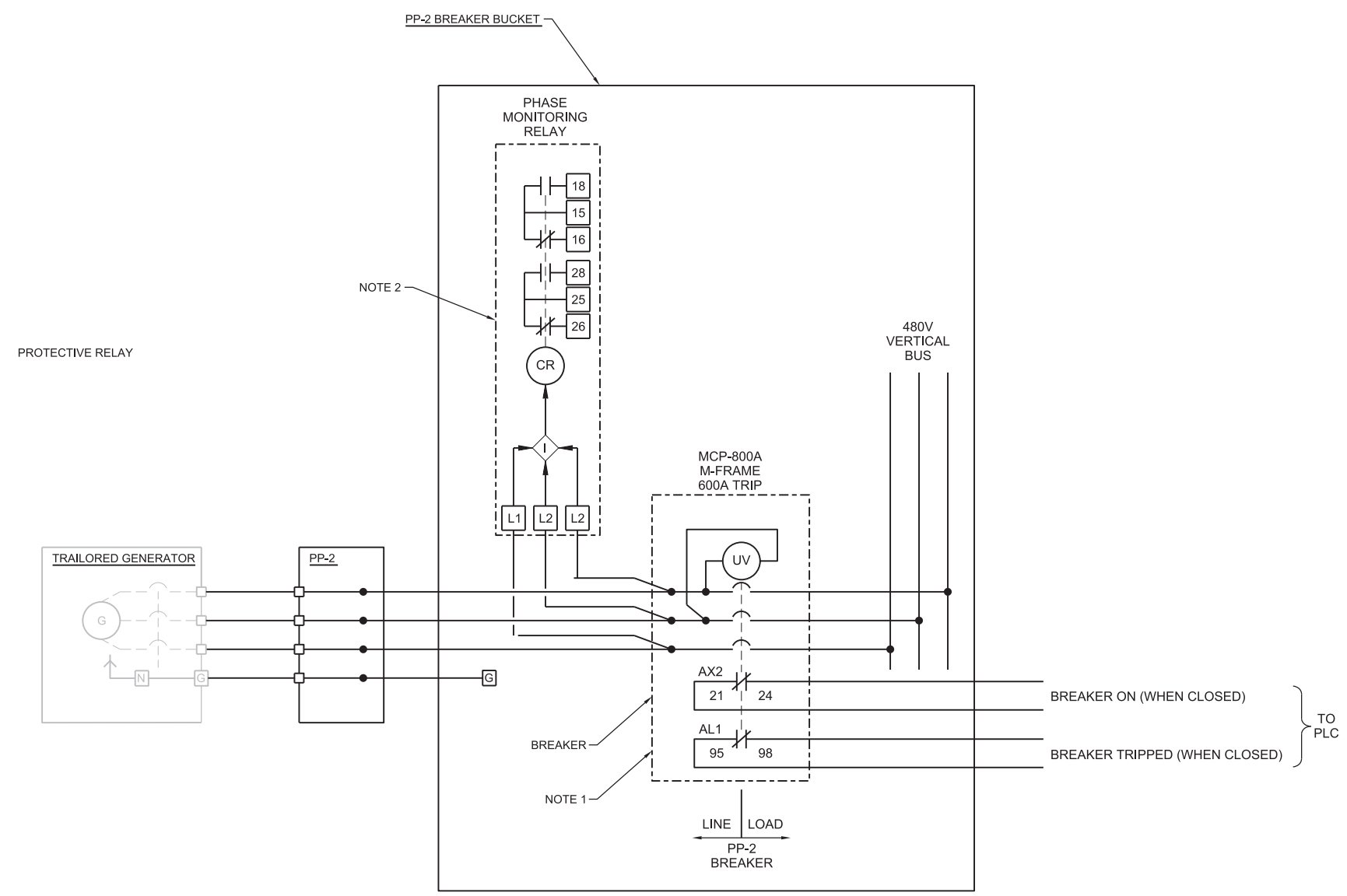


NO.	DATE	DR	CHK	REVISION	BY	APVD

JACOBS
 ELECTRICAL
CONTROL DIAGRAM - 2

INCLINE VILLAGE
 GENERAL IMPROVEMENT DISTRICT
 ONE DISTRICT - ONE TEAM
 SEWAGE PUMP STATION NO. 1
 IMPROVEMENT PROJECT

DATE	AUGUST 2019
PROJ	703648
DWG	E-1007
SHEET	14 OF 19



PP-2 GENERATOR INPUT BREAKER CONTROL

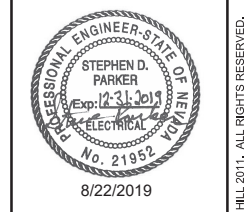
1. PROVIDE BREAKER, ORIENTATE LINE AND LOAD SIDE AS SHOWN. PROVIDE ALLEN BRADLEY BULLETIN 140MG - M FRAME MCCB 800A FRAME BREAKER WITH 600 A TRIP UNIT OR EQUIVALENT. SEE BELOW FOR LSIg TRIP SETTINGS AND UNDERVOLTAGE TRIP RELAY

ALLEN BRADLEY BULLETIN 140MG-M FRAME MCCB BREAKER
800A M-FRAME, 600A TRIP

BULLETIN 140G-M 600A SENSOR LSIg TRIP UNIT		
SETTING	CALCULATION	TIME
L - 0.74	0.74x600= 444A	9.00 SECONDS
S - 2.0	2.00x600= 1200A	0.25 SECONDS
I - 4.5	4.50x600= 2700A	—
G - 0.25	0.25x600= 150A	0.20 SECONDS

UNDER VOLTAGE RELEASE RELAY,
MODEL NUMBER 140G-K-UVC.

2. PROVIDE THREE PHASE MONITORING RELAY, MANUFACTURER: ABB, MODEL TYPE CM PVS.41P, ORDER NUMBER 1SVR 740 794 R3300. OR EQUIVALENT. SET UP MONITORING TO OPEN CONTACTS DURING PHASE FAILURE, OR OVER VOLTAGE OR UNDER VOLTAGE SCENARIOS.

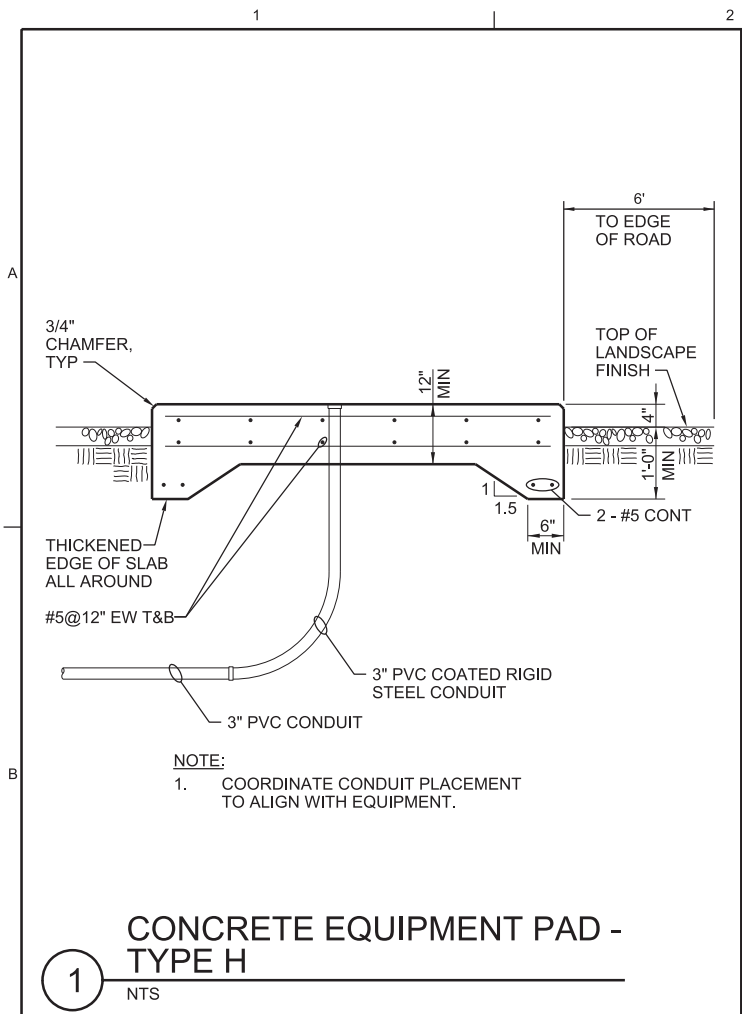


NO.	DATE	DR	CHK	REVISION	BY	APVD
		T. HILL	K. BISHOP		S. PARKER	APVD
						B. ISBELL

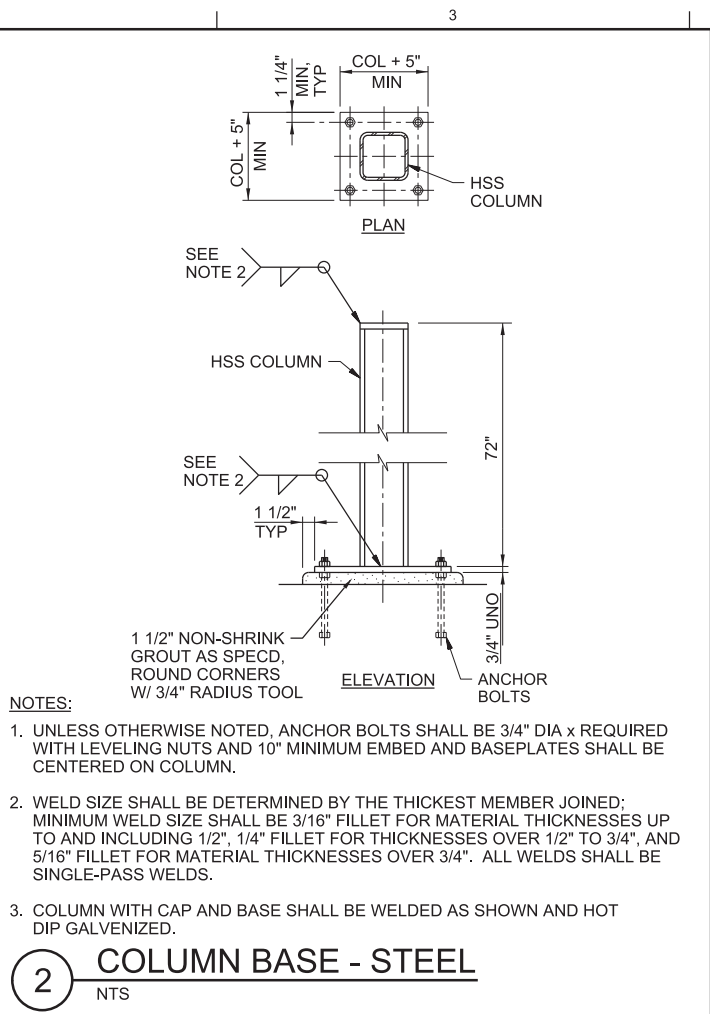


JACOBS
ELECTRICAL
CONTROL DIAGRAM - 3

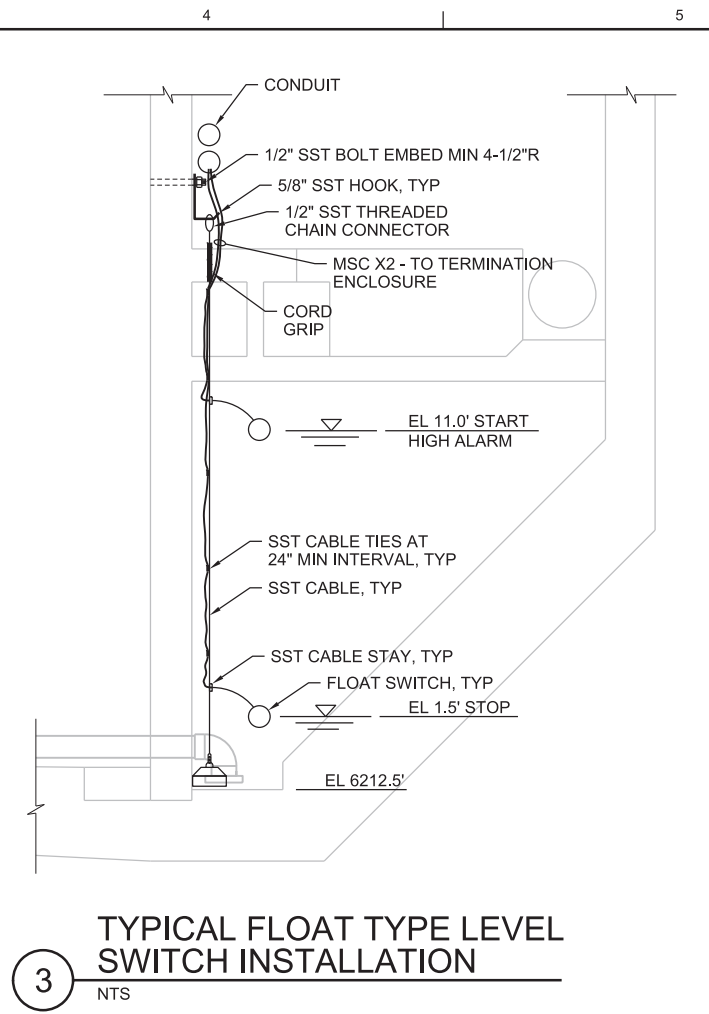
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SHEET	15 OF 19



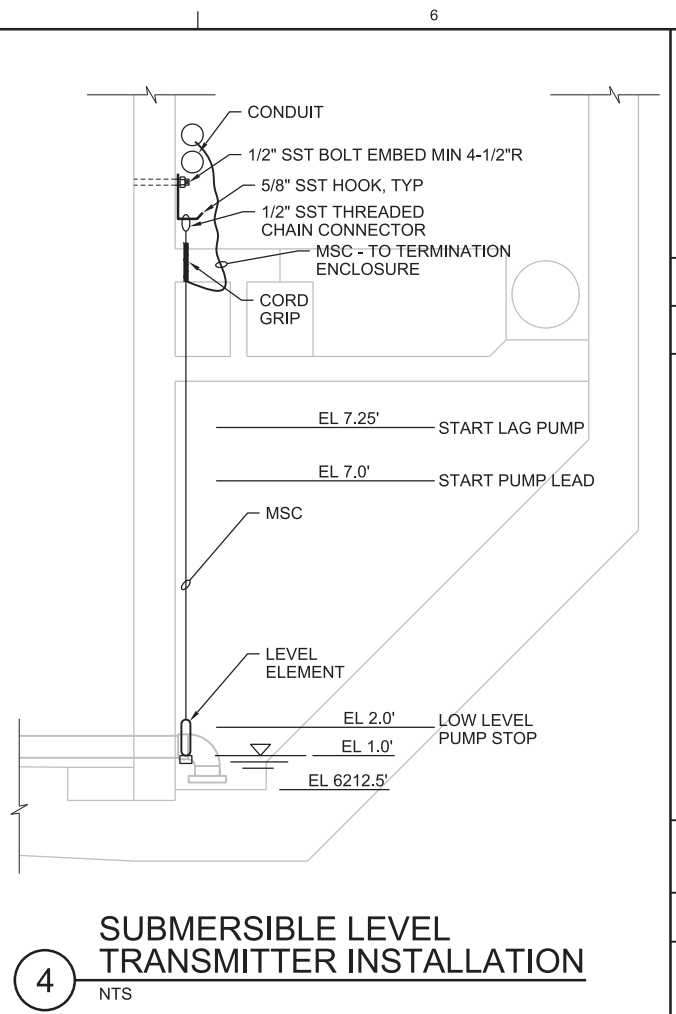
1 CONCRETE EQUIPMENT PAD - TYPE H
NTS



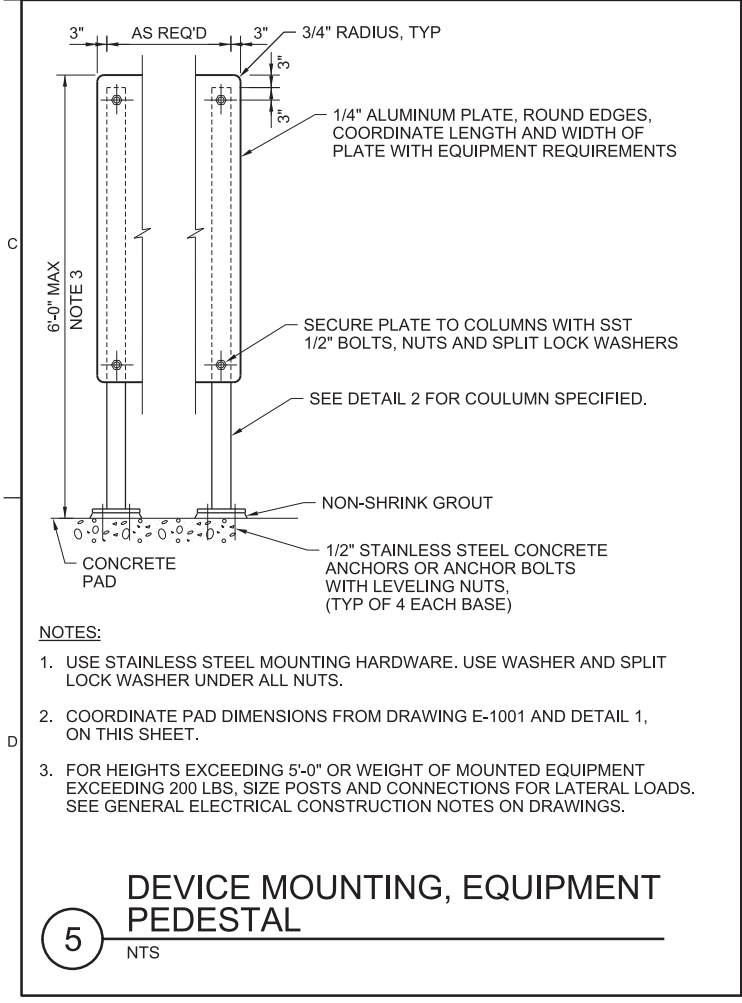
2 COLUMN BASE - STEEL
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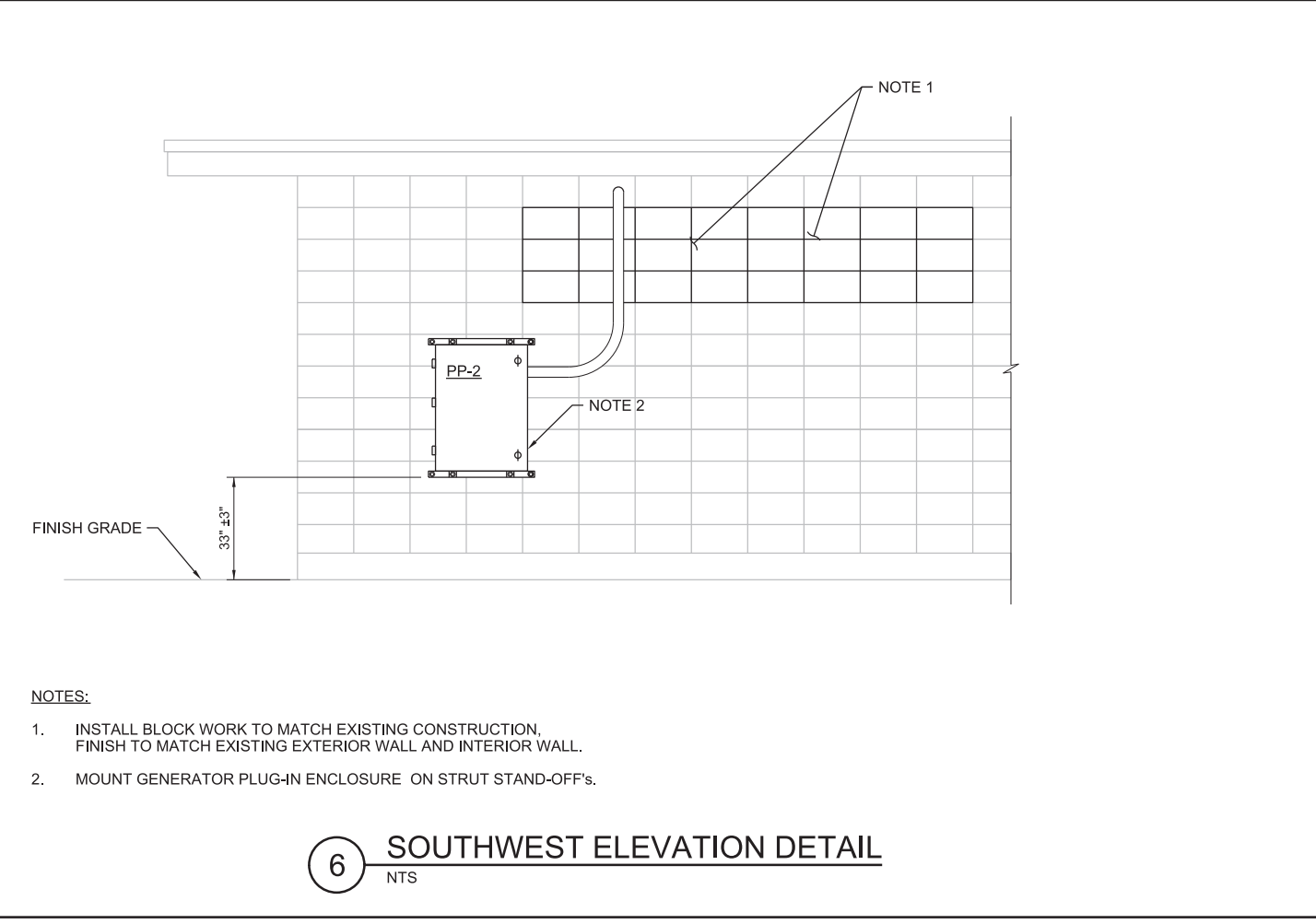
3 TYPICAL FLOAT TYPE LEVEL SWITCH INSTALLATION
NTS



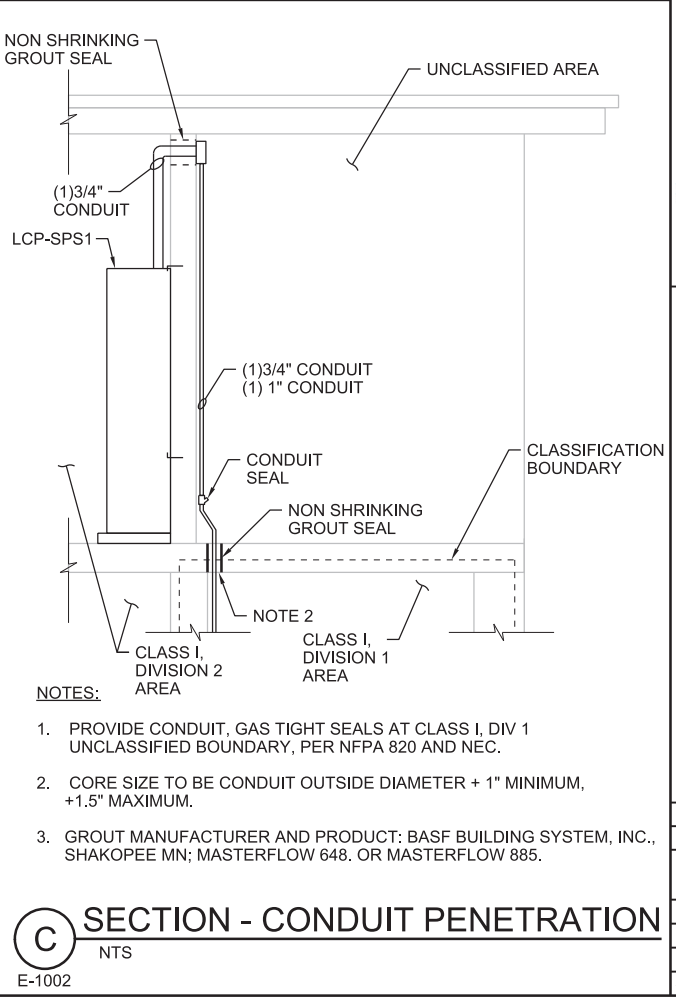
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NTS



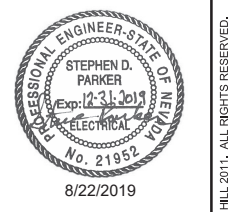
5 DEVICE MOUNTING, EQUIPMENT PEDESTAL
NTS



6 SOUTHWEST ELEVATION DETAIL
NTS



C SECTION - CONDUIT PENETRATION
NTS

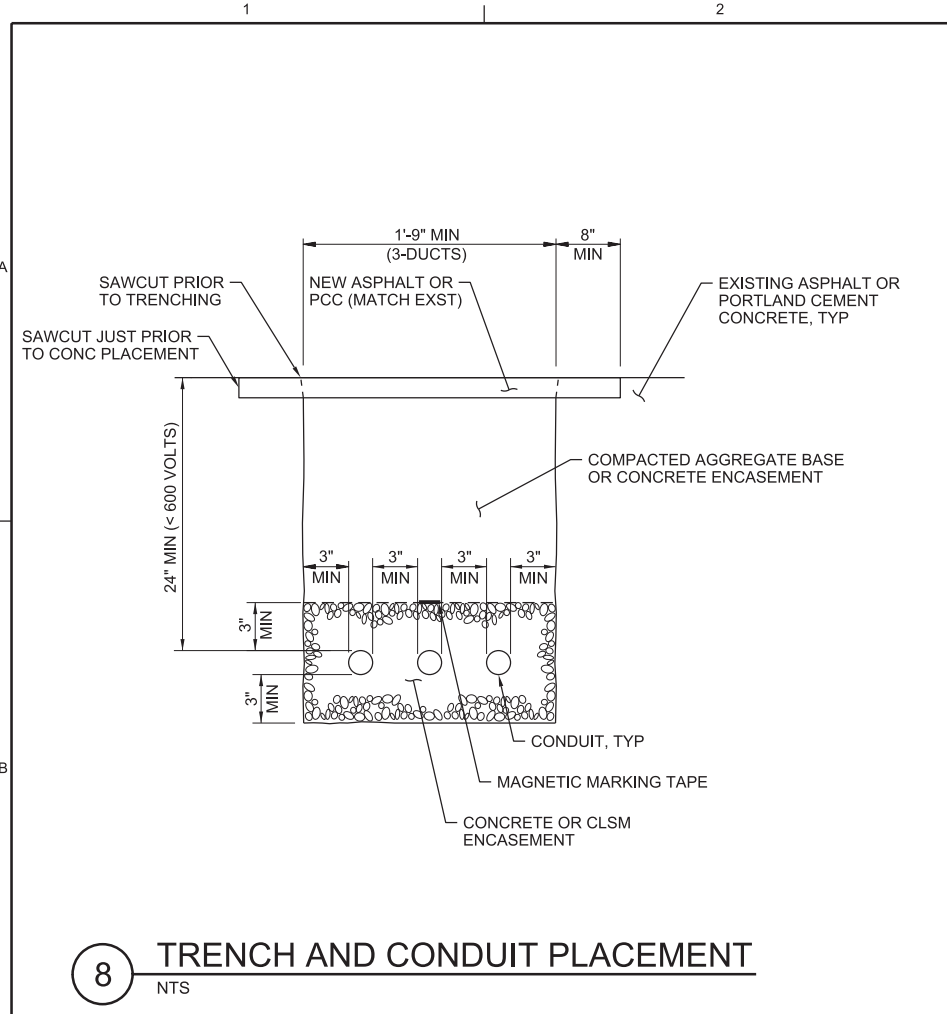


NO.	DATE	DR	CHK	REVISION	APVD	BY	APVD
		T. HILL	K. BISHOP		S. PARKER		B. ISBELL

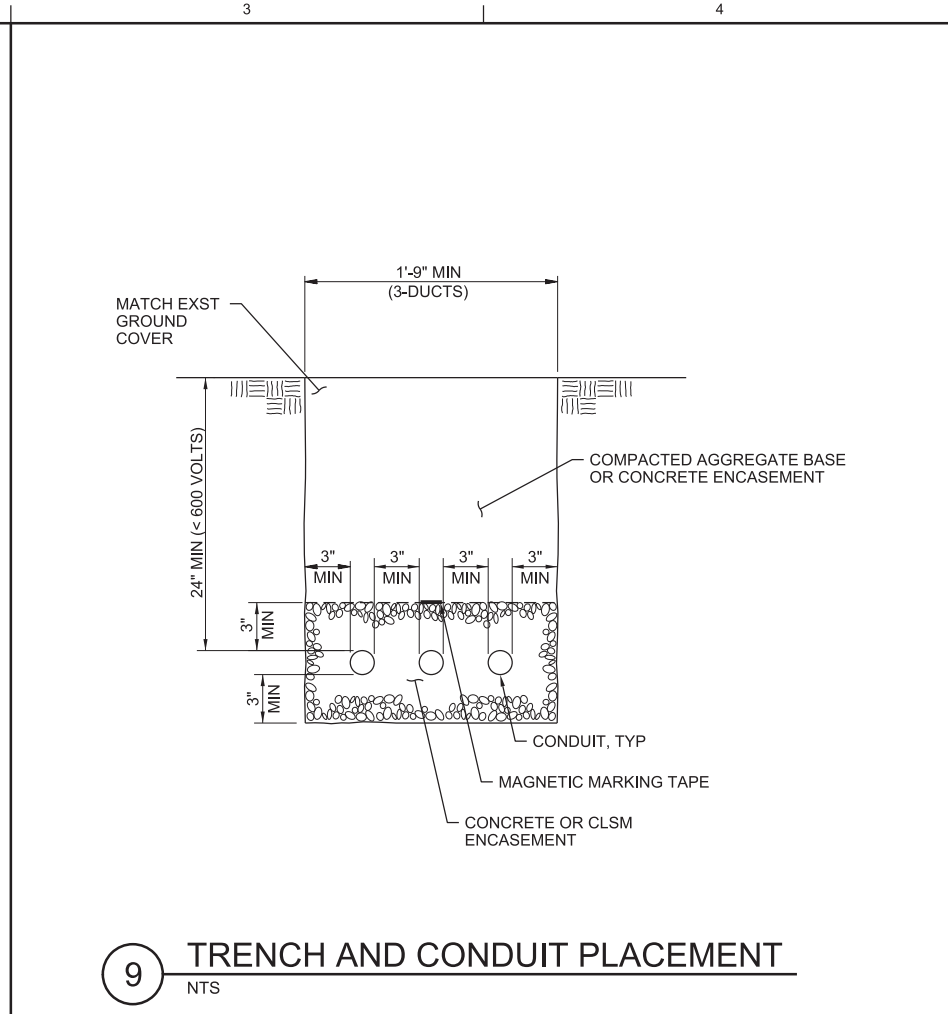


JACOBS
ELECTRICAL
SECTION AND DETAILS - 1

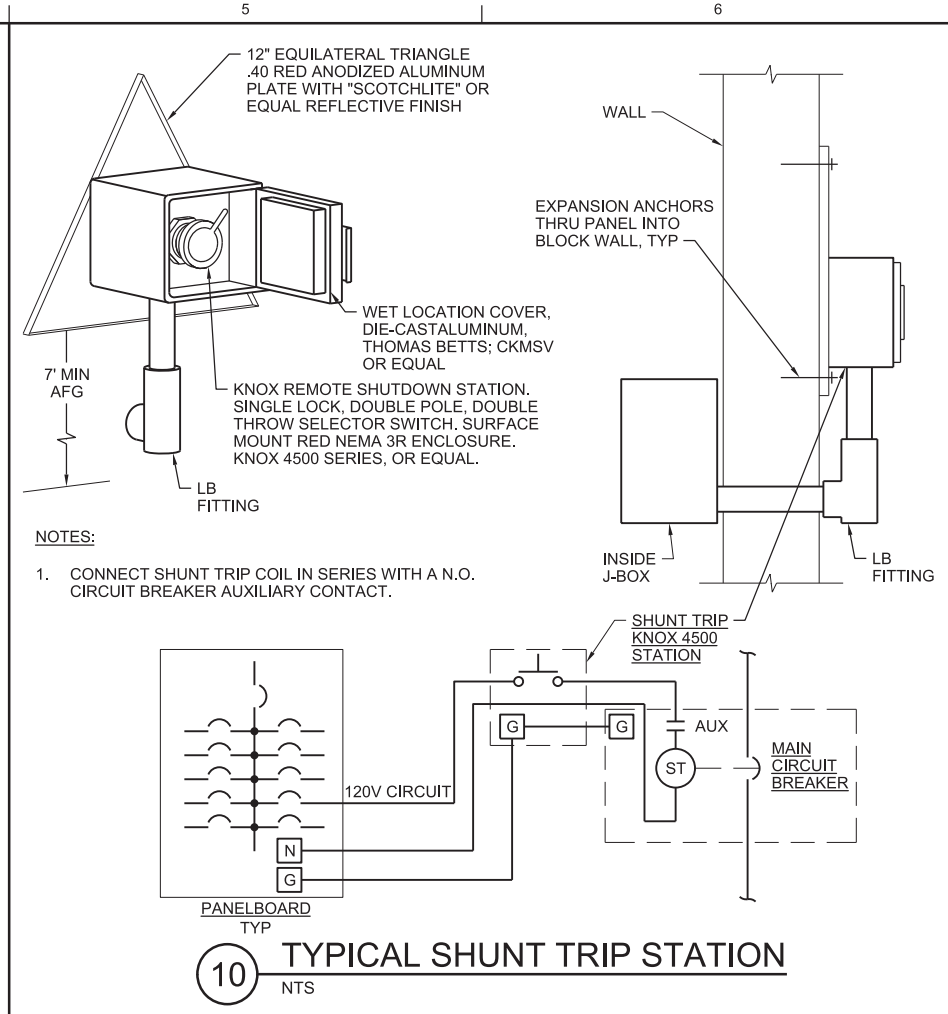
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PROJ	703648
DWG	E-2001
SHEET	16 OF 19



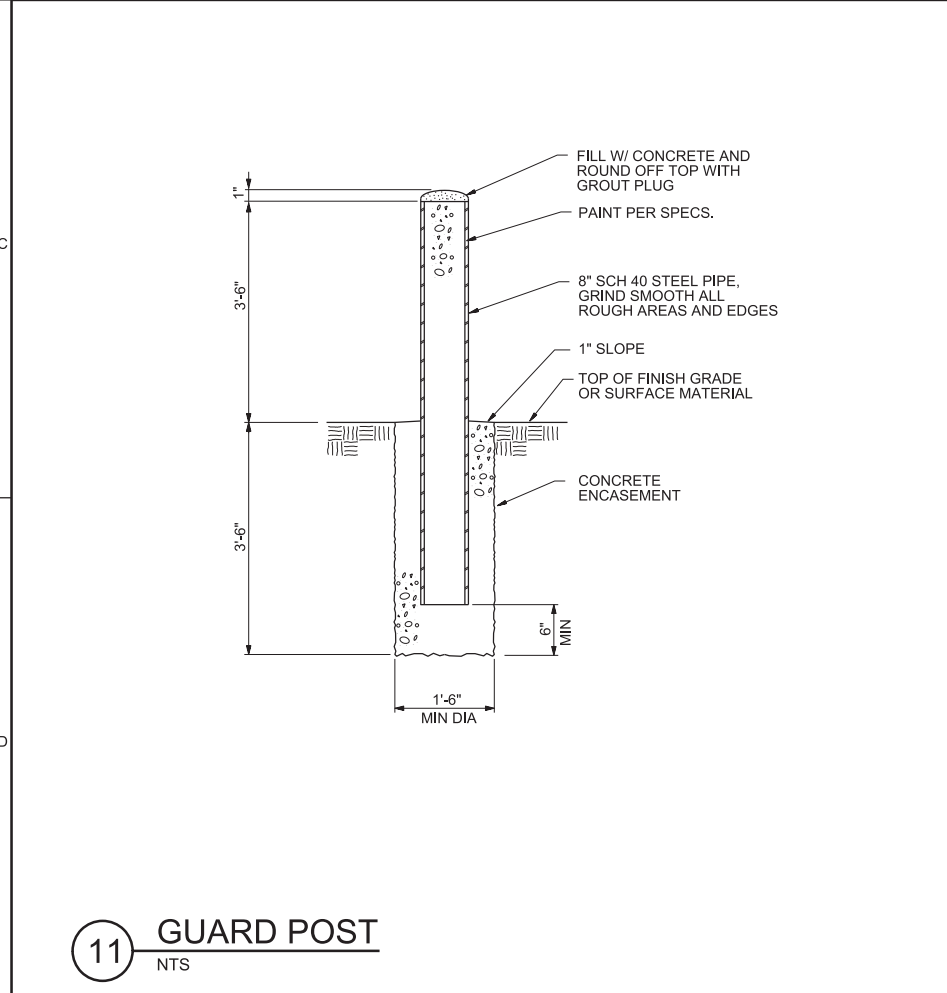
8 TRENCH AND CONDUIT PLACEMENT
NTS



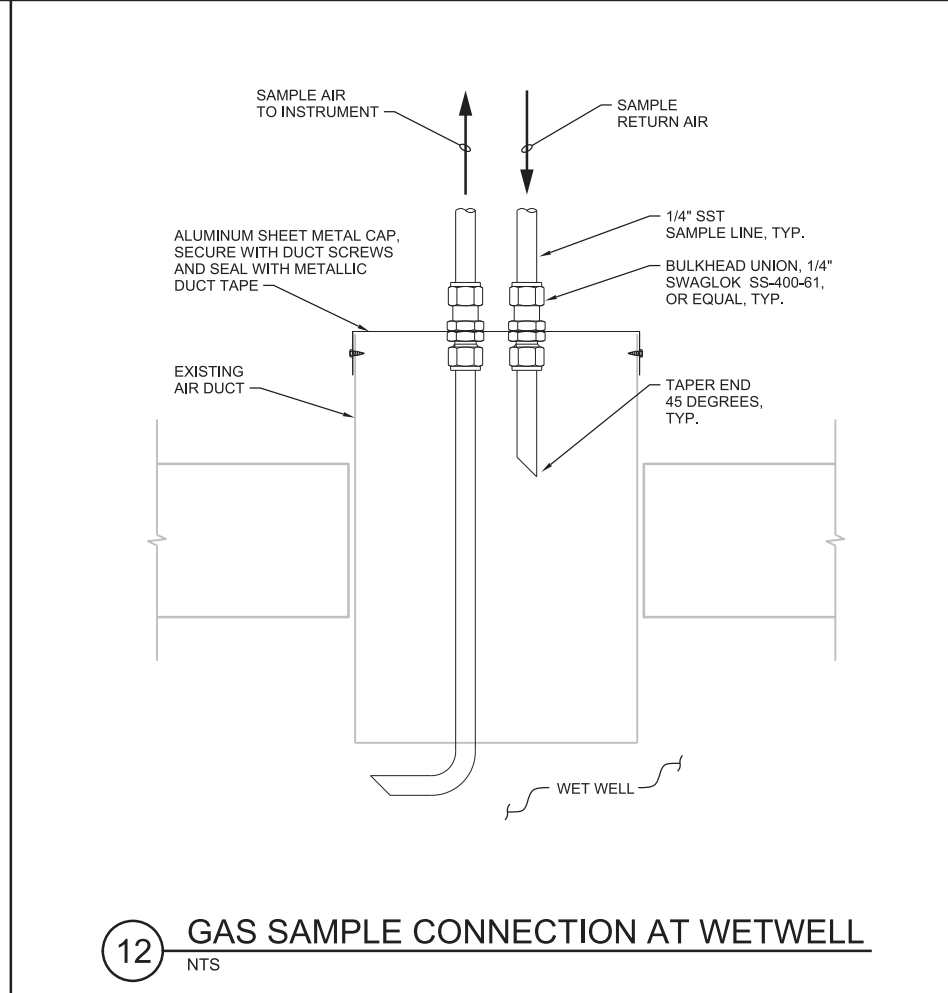
9 TRENCH AND CONDUIT PLACEMENT
NTS



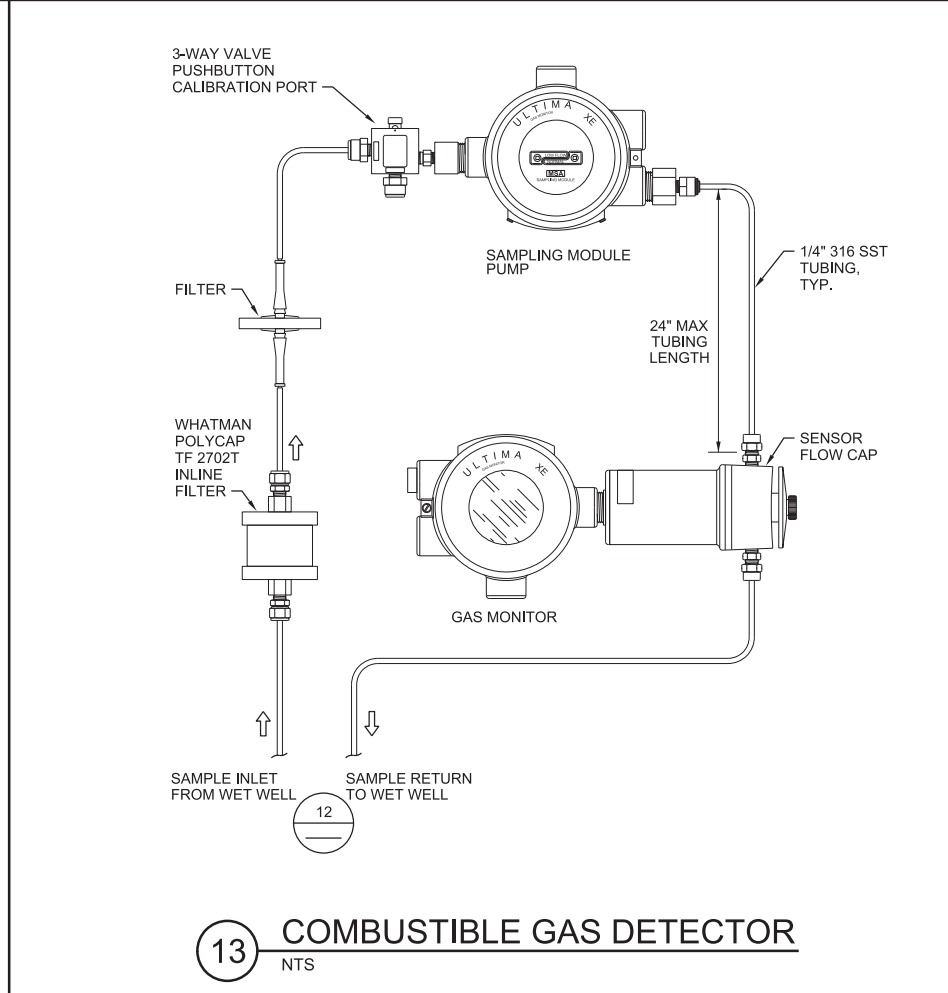
10 TYPICAL SHUNT TRIP STATION
NTS



11 GUARD POST
NTS



12 GAS SAMPLE CONNECTION AT WETWELL
NTS



13 COMBUSTIBLE GAS DETECTOR
NTS

STEPHEN D. PARKER
Exp. 12/31/2019
ELECTRICAL
No. 21952
8/22/2019

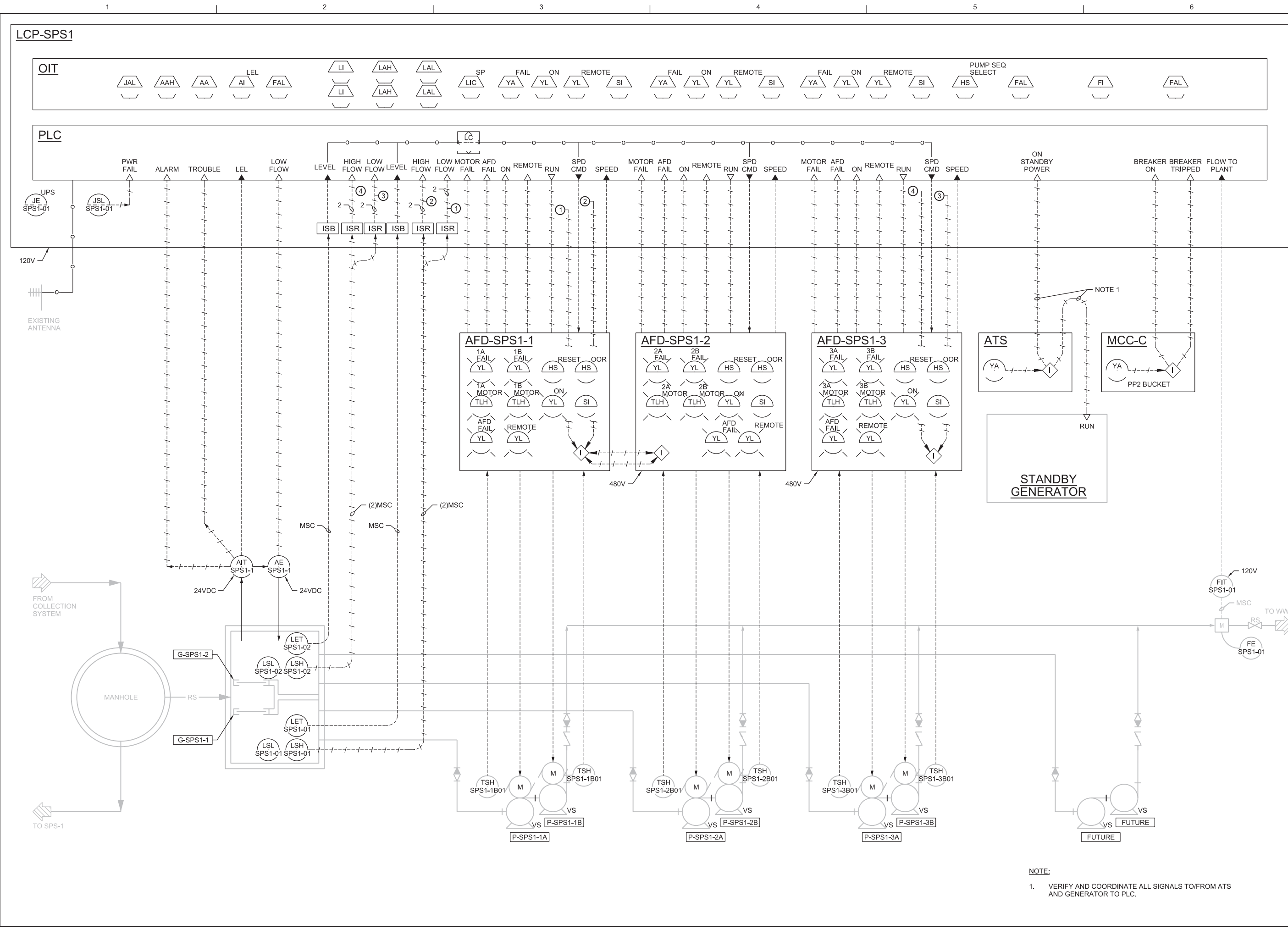
NO.	DATE	DR	CHK	BY

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT - ONE TEAM
SEWAGE PUMP STATION NO. 1
IMPROVEMENT PROJECT

JACOBS
ELECTRICAL
DETAILS - 2

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

DATE	AUGUST 2019
PROJ	703648
DWG	E-2002
SHEET	17 OF 19



PROFESSIONAL ENGINEER-STATE OF NEW YORK
 STEPHEN D. PARKER
 Exp. 12/31/2019
 No. 21952
 8/22/2019

NO.	DATE	DSGN	DR	CHK	REVISION	BY	APVD

T. HILL
 K. BISHOP
 S. PARKER
 B. ISBELL

INCLINE VILLAGE
 GENERAL IMPROVEMENT DISTRICT
 ONE DISTRICT - ONE TEAM
 SEWAGE PUMP STATION NO. 1
 IMPROVEMENT PROJECT

JACOBS
 ELECTRICAL
 PUMP STATION P&ID

VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING.
 DATE: AUGUST 2019
 PROJ: 703648
 DWG: N-1001
 SHEET: 18 OF 19

NOTE:
 1. VERIFY AND COORDINATE ALL SIGNALS TO/FROM ATS AND GENERATOR TO PLC.

Attachment 2

Conceptual Design Report

2525 Airpark Drive
Redding, California 96001
United States
T +1.530.243.5831

www.jacobs.com

Subject Sewage Pump Station No. 1 Electrical Improvements
Project Definition and Preliminary Design Report

Project Name Incline Village General Improvement District

Attention Joe Pomroy/Incline Village General Improvement District (IVGID)
Charley Miller/IVGID
Keith Rudd/IVGID

From Timothy Hill/Jacobs
Steve Parker/Jacobs
Brett Isbell/Jacobs

Date January 23, 2019

Copies to 393670

1. Overview

Sewage Pump Station No. 1 (SPS-1) conveys wastewater from IVGID's collection system to IVGID's water resource recovery facility. SPS-1, IVGID's largest sewage lift station, is a critical component of IVGID's wastewater conveyance and advanced treatment system; reliable operation and performance of SPS-1 is essential. This technical memorandum presents the conceptual design, approach, and construction cost estimate for electrical system and pumping improvements at SPS-1, including removing and replacing pump variable frequency drives (VFDs) and modernizing pump controls. Additionally, an external power connection for a skid-mounted backup pump will be provided for increased reliability.

SPS-1 was originally constructed in 1962 and has been modified since original construction. The pump configuration comprises three sets of two pumps in series, which were originally controlled by a Unitrol motor control center (MCC). Approximately 20 years ago the original Unitrol MCC was decommissioned and a new switchboard and VFDs were installed for pumping control. These existing VFDs are currently operable, but unserviceable, and must be replaced to mitigate the risk of component failure and to improve pumping reliability.

The preliminary design presented herein and shown on the preliminary design drawings (Attachment 1) defines the electrical components that will be upgraded and outlines an approach for replacing existing equipment without having SPS-1 inoperable for extended durations. Also, a conceptual-level construction cost estimate is presented for budgetary planning.

2. Design Development

A summary of project components that will be included in the final design drawings and specifications for construction by a qualified electrical contractor follows:

- Existing Unitrol MCC (labeled "Old Motor Controller" on drawings), switchboard, and drive controls will be demolished. The existing motor controller is located on the Main Level, and the existing

switchboard and three VFDs are located on Level 2. The extent of demolition is conceptually shown on the demolition drawings (Attachment 1).

- A new MCC (MCC-02) will be fitted and installed on the Main Level and will include a programmable logic controller (PLC) panel with an operator interface terminal, three VFDs, space for power and lighting panels, and a plug-in for temporary power will be fitted and installed on the Main Level. Feeders from the emergency power panel (powered by a diesel generator) will also be connected to the MCC.
- A new PLC will be connected to IVGID’s supervisory control and data acquisition system (SCADA) and will provide pump control and data logging. Pumping controls will be similar to Sewage Pump Station No. 8. New wet well level instruments will be installed and connected to the new PLC and SCADA system.
- Electrical plugs compatible with a 1,200-amp diesel generator will be provided.
- Additionally, the contractor will provide and install a power panel for a 200-horsepower skid-mounted pump. The power panel will be located near the access road and will include new conduits and conductors to the SPS-1 pump building. This is conceptually shown on the site plan drawing (Attachment 1).

Preliminary engineering drawings are provided in Attachment 1.

2.1 Construction Considerations, Temporary Power, and Sequencing

It is critical that the SPS-1 remain in operation during construction. Temporary power for switchgear and VFDs will be needed and will require a brief (approximately 2 hours) shutdown of the electrical supply to connect temporary power. Temporary power will be supplied through the existing system to the existing switchboard and VFDs allowing pumps to operate while select existing equipment is demolished and new equipment is installed. It will be necessary and mandatory for the contractor to adhere to the following construction sequencing:

- 1) Provide Temporary Power to Existing VFD Switchboard
- 2) Demolish Existing Motor Controller
- 3) Install New MCC-02
- 4) Connect New Conductors to New MCC-02 and Energize
- 5) Route Conduit and Conductors from New VFDs, located in MCC-02, to Pump Motors
- 6) Cut-over Power One Pump Set at a Time; Commission and Test
- 7) Disconnect Temporary Power
- 8) Demolish Old Switchboard and VFDs

2.2 Future Improvements

Mechanical improvements such as pump replacement, pipe header replacement and reconfiguration, and wet well modifications are not included in this contract. The new MCC includes capacity for power and lighting panels and additional motor control, to be designed and constructed in a future contract.

3. Delivery and Implementation Schedule

Final design development will be based on the concepts discussed with IVGID and defined in this technical memorandum. Bid documents will include signed and sealed drawings and specifications in preparation for public bid advertisement. Project implementation includes the following milestones:

- Draft bid documents submitted to IVGID March 21, 2019
- Bid documents submitted to IVGID May 17, 2019
- Bid advertisement (approximate) June 6, 2019
- Contractor Notice to Proceed August 7, 2019
- Construction phase August 2019–February 2020
- Substantial completion January 2020

3.1 Estimated Construction Cost

Table 1 presents planning-level construction costs based on preliminary design information. Note that line item subtotals include contractor markup and profit. A construction cost contingency of approximately 10 percent is included.

Table 1. Planning-level Construction Costs

Construction Activity	Cost
Temporary Power to Existing VFD Switchboard	\$10,000
Demolish Existing Unitrol MCC	\$5,000
Procure and Install a New MCC-02 (includes three new VFDs, MCC components, and breakers)	\$120,000
Connect New Conductors to New MCC-02 and Energize	\$10,000
Route Conduit and Conductors from New VFDs to Motors	\$10,000
Change Over One Pump Set at a Time to New VFD	\$5,000
Disconnect Temporary Power; Demolish Old Switchboard and VFDs	\$10,000
Trench and Install Conduit and Conductors, Backfill and Restore	\$30,000
Install Plug-in Panel for Skids and Terminals Trailered VFD and Pump	\$15,000
Install Plug-in Terminals for Trailered Generator	\$10,000
Construction Contingency (10%)	\$25,000
TOTAL	\$250,000

Attachment 1
Preliminary Engineering Drawings

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT SEWAGE PUMPING STATION NO. 1 IMPROVEMENTS PROJECT

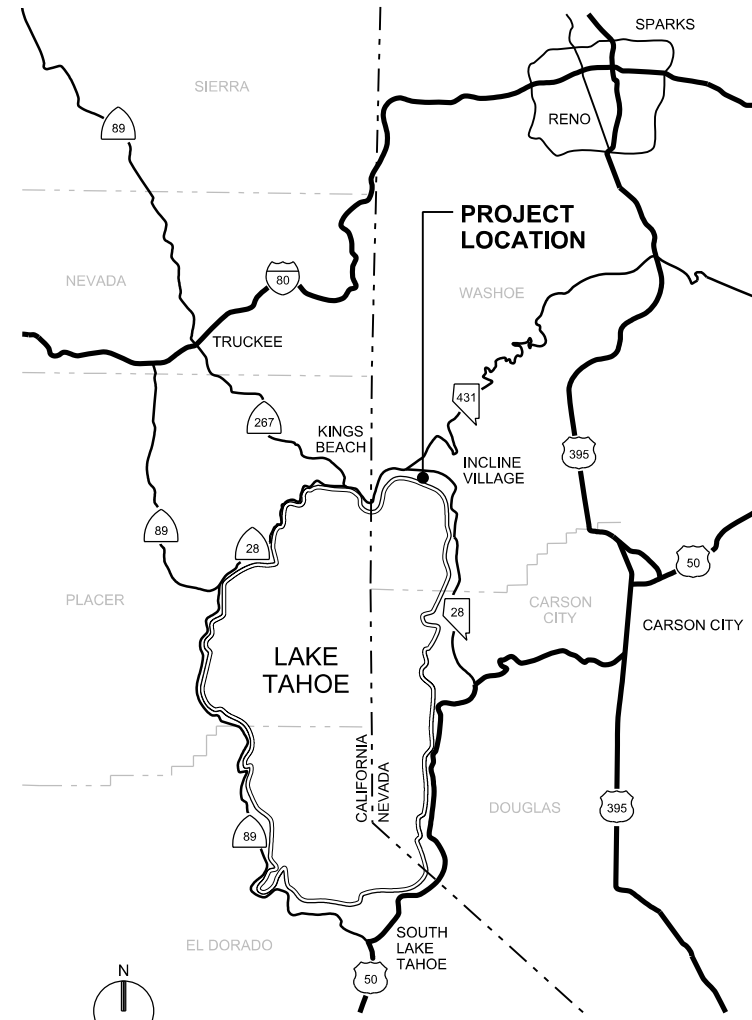
INCLINE VILLAGE WASHOE COUNTY NEVADA
IVGID PROJECT NO.:

NOVEMBER 2018

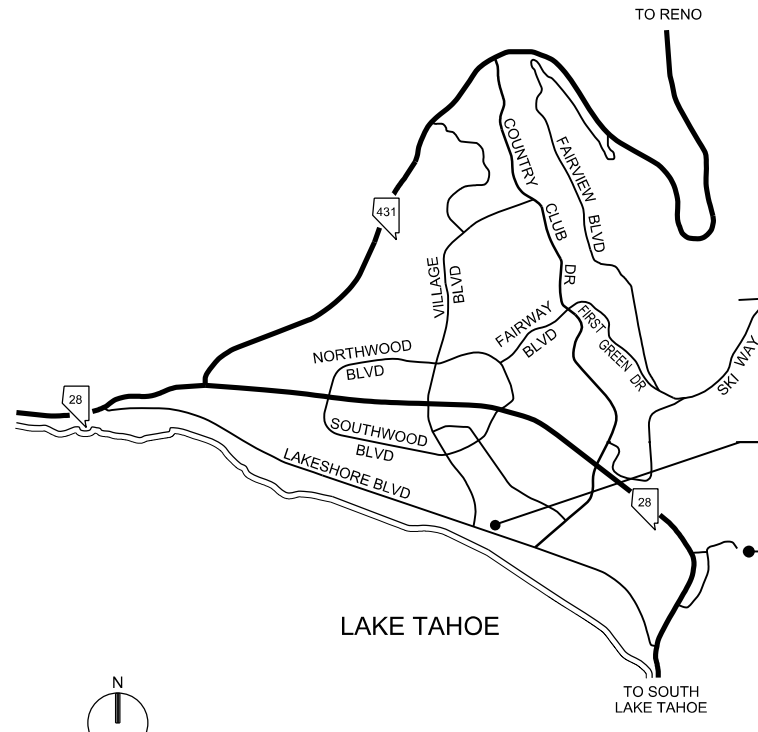


INDEX TO DRAWINGS

SHEET NO.	DRAWING NO.	TECHNOLOGY	TITLE
1	G-1	GENERAL	COVER SHEET AND DRAWING INDEX



LOCATION MAP



VICINITY MAP

SEWAGE PUMP STATION NO. 1
TAHOE BLVD
INCLINE VILLAGE, NV 89451
COORDINATES: 39.240837, -119.947111
INCLINE VILLAGE WWTP
1250 SWEETWATER ROAD
INCLINE VILLAGE, NV 89451

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
BOARD OF TRUSTEES:**

- | | |
|-----------------------|----------------------|
| KENDRA WONG | CHAIRWOMAN |
| PHILIP HORAN | VICE CHAIRMAN |
| MATTHEW DENT | TREASURER |
| TIM CALLICRATE | SECRETARY |
| PETER MORRIS | TRUSTEE |



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GENERAL

COVER SHEET AND DRAWING INDEX

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	FEBRUARY 2017
PROJ	393670.S8
DWG	G-1
SHEET	1 OF 15

PRELIMINARY - NOT FOR CONSTRUCTION

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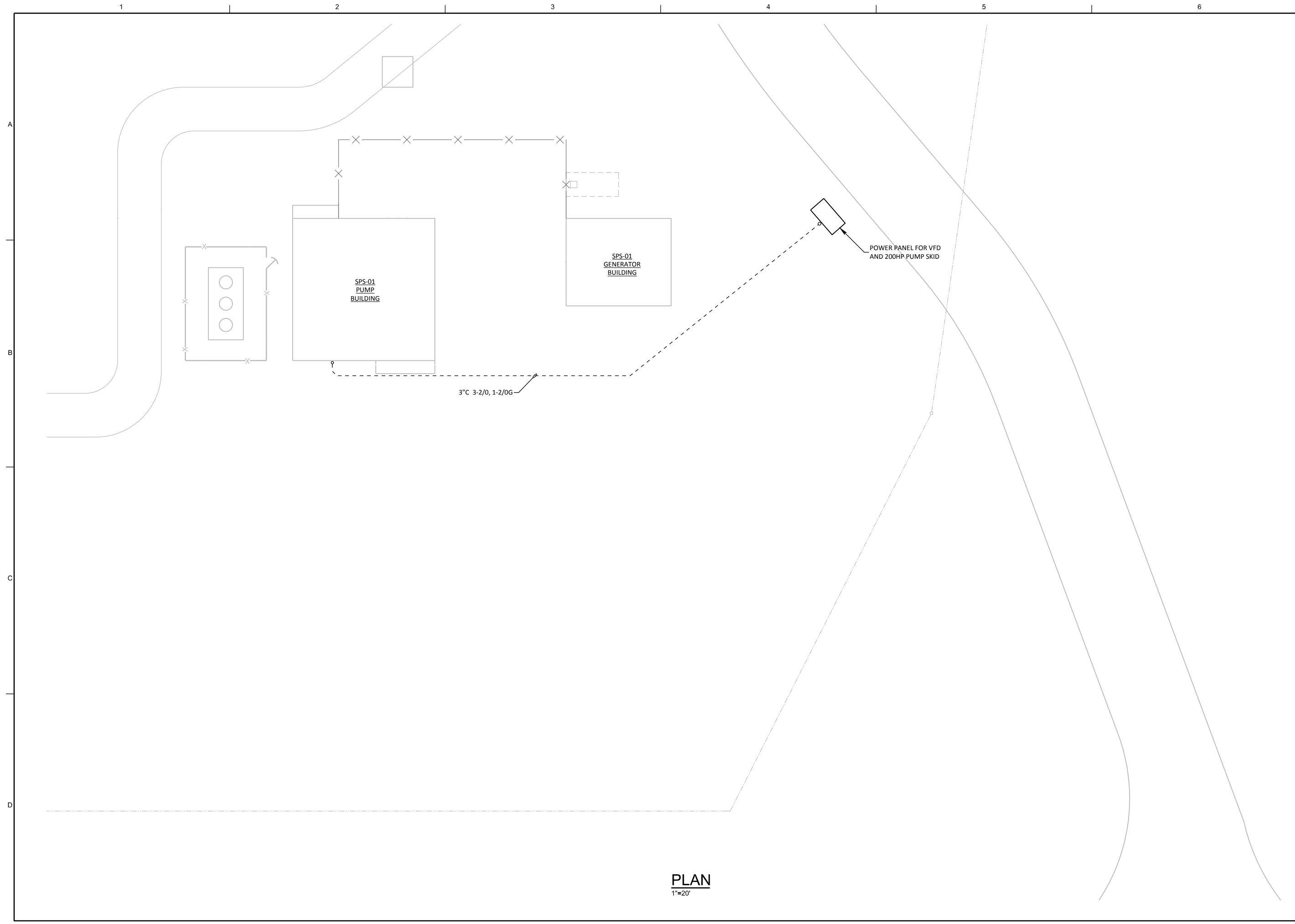
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K MARTINEZ
DR

J MINOR
CHK

W MISSLIN
APVD

B ISBELL
APVD



PLAN
1"=20'



ch2m
ELECTRICAL
SITE PLAN

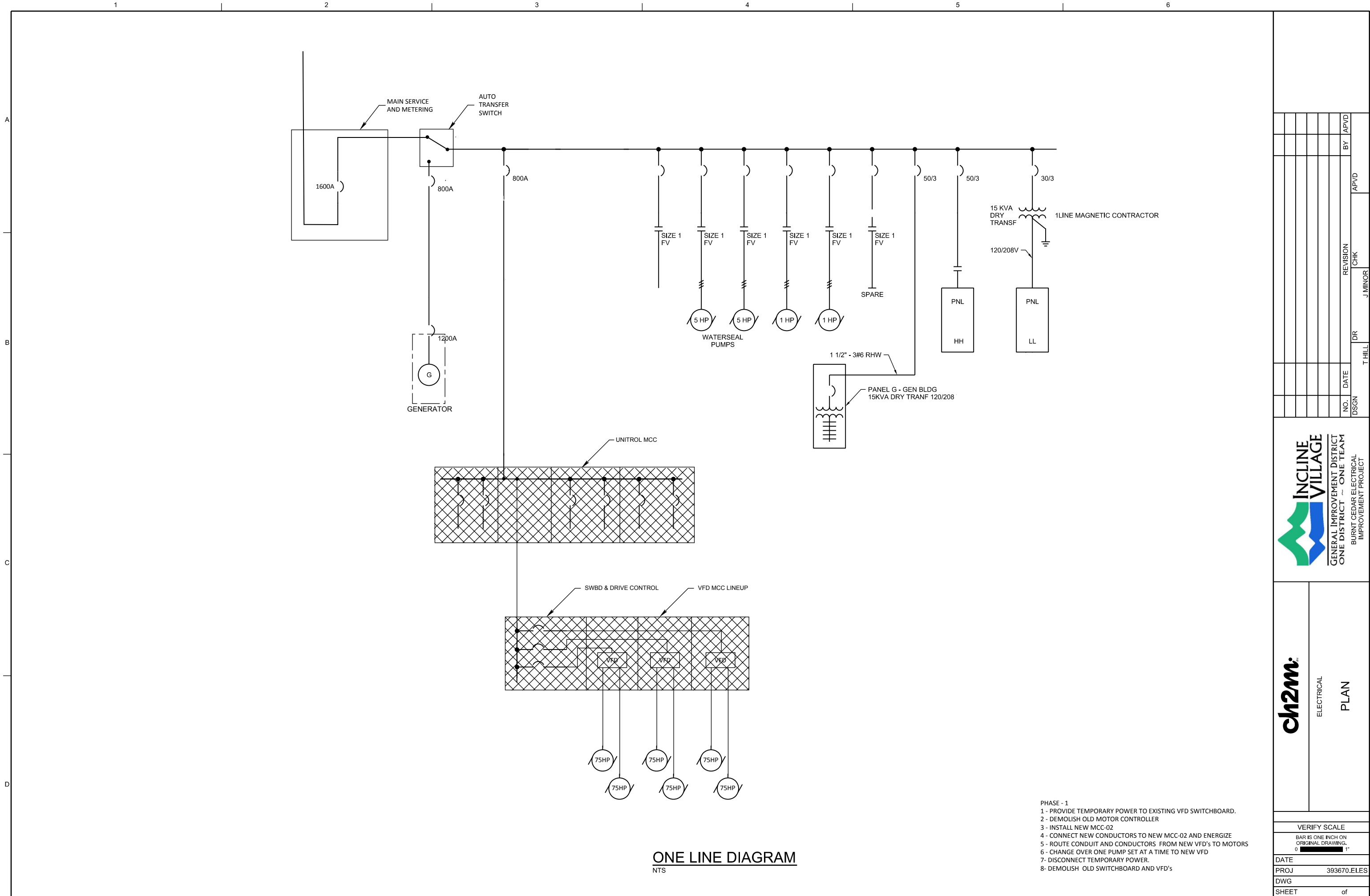
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SHEET	ShtNum of XX

NO.	DATE	DR	CHK	BY
		T HILL	J MINOR	APVD
				APVD

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ONE LINE DIAGRAM
NTS

- PHASE - 1
- 1 - PROVIDE TEMPORARY POWER TO EXISTING VFD SWITCHBOARD.
 - 2 - DEMOLISH OLD MOTOR CONTROLLER
 - 3 - INSTALL NEW MCC-02
 - 4 - CONNECT NEW CONDUCTORS TO NEW MCC-02 AND ENERGIZE
 - 5 - ROUTE CONDUIT AND CONDUCTORS FROM NEW VFD'S TO MOTORS
 - 6 - CHANGE OVER ONE PUMP SET AT A TIME TO NEW VFD
 - 7 - DISCONNECT TEMPORARY POWER.
 - 8- DEMOLISH OLD SWITCHBOARD AND VFD'S



ch2m
ELECTRICAL
PLAN

VERIFY SCALE	
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DWG	
SHEET	of

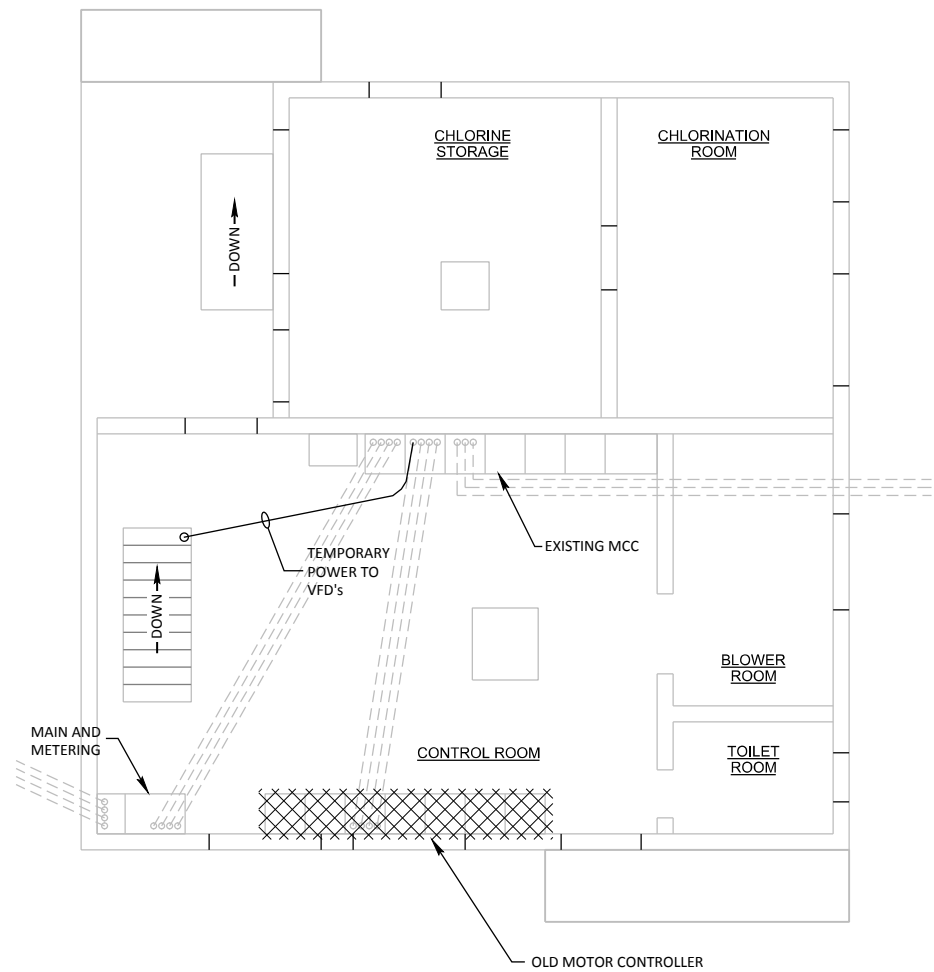
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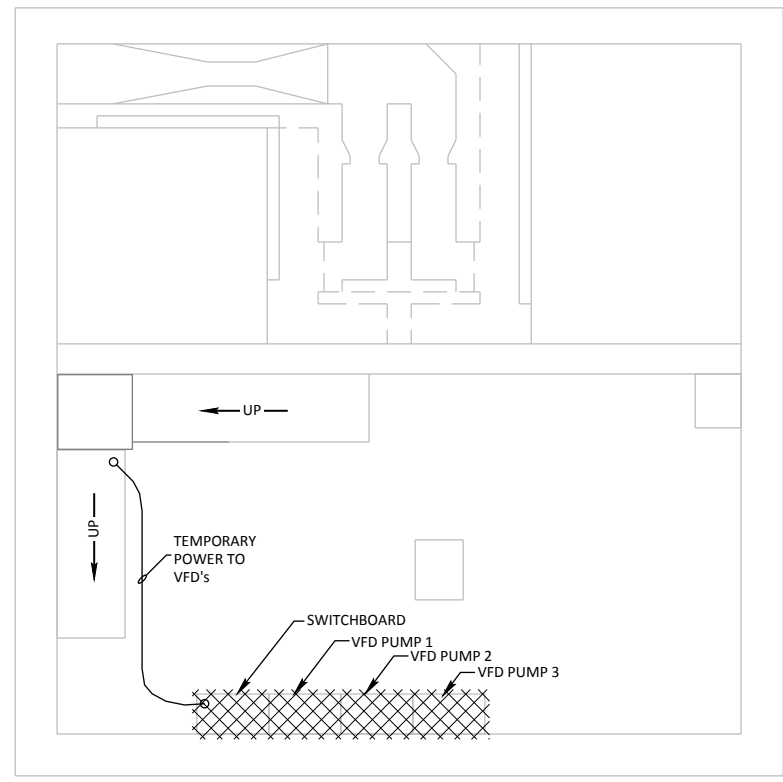
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MAIN LEVEL PLAN
1/4"=1'-0"



LEVEL 2 PLAN
1/4"=1'-0"

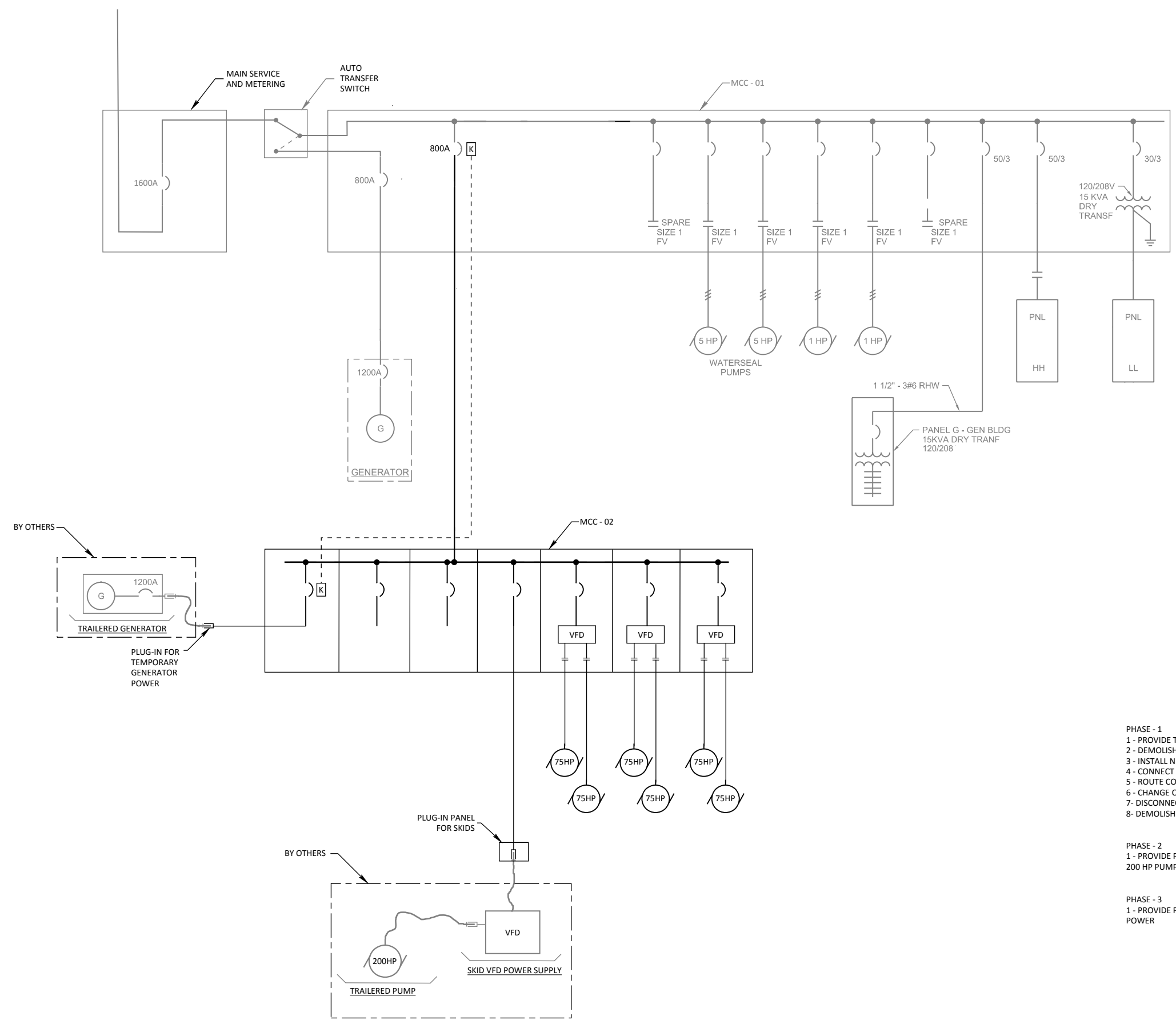
- PHASE - 1
- 1 - PROVIDE TEMPORARY POWER TO EXISTING VFD SWITCHBOARD.
 - 2 - DEMOLISH OLD MOTOR CONTROLLER
 - 3 - INSTALL NEW MCC-02
 - 4 - CONNECT NEW CONDUCTORS TO NEW MCC-02 AND ENERGIZE
 - 5 - ROUTE CONDUIT AND CONDUCTORS FROM NEW VFD's TO MOTORS
 - 6 - CHANGE OVER ONE PUMP SET AT A TIME TO NEW VFD
 - 7 - DISCONNECT TEMPORARY POWER.
 - 8 - DEMOLISH OLD SWITCHBOARD AND VFD's



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PUMPING PLANT
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		T. HILL	J. MINOR	APVD
				APVD



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- PHASE - 1**
- 1 - PROVIDE TEMPORARY POWER TO EXISTING VFD SWITCHBOARD.
 - 2 - DEMOLISH OLD MOTOR CONTROLLER
 - 3 - INSTALL NEW MCC-02
 - 4 - CONNECT NEW CONDUCTORS TO NEW MCC-02 AND ENERGIZE
 - 5 - ROUTE CONDUIT AND CONDUCTORS FROM NEW VFD'S TO MOTORS
 - 6 - CHANGE OVER ONE PUMP SET AT A TIME TO NEW VFD
 - 7 - DISCONNECT TEMPORARY POWER.
 - 8 - DEMOLISH OLD SWITCHBOARD AND VFD'S
- PHASE - 2**
- 1 - PROVIDE PERMANENT INSTALLATION FOR EMERGENCY POWER TO VFD AND 200 HP PUMP SKID
- PHASE - 3**
- 1 - PROVIDE PERMANENT INSTALLATION FOR PLUG-IN TEMPORARY GENERATOR POWER

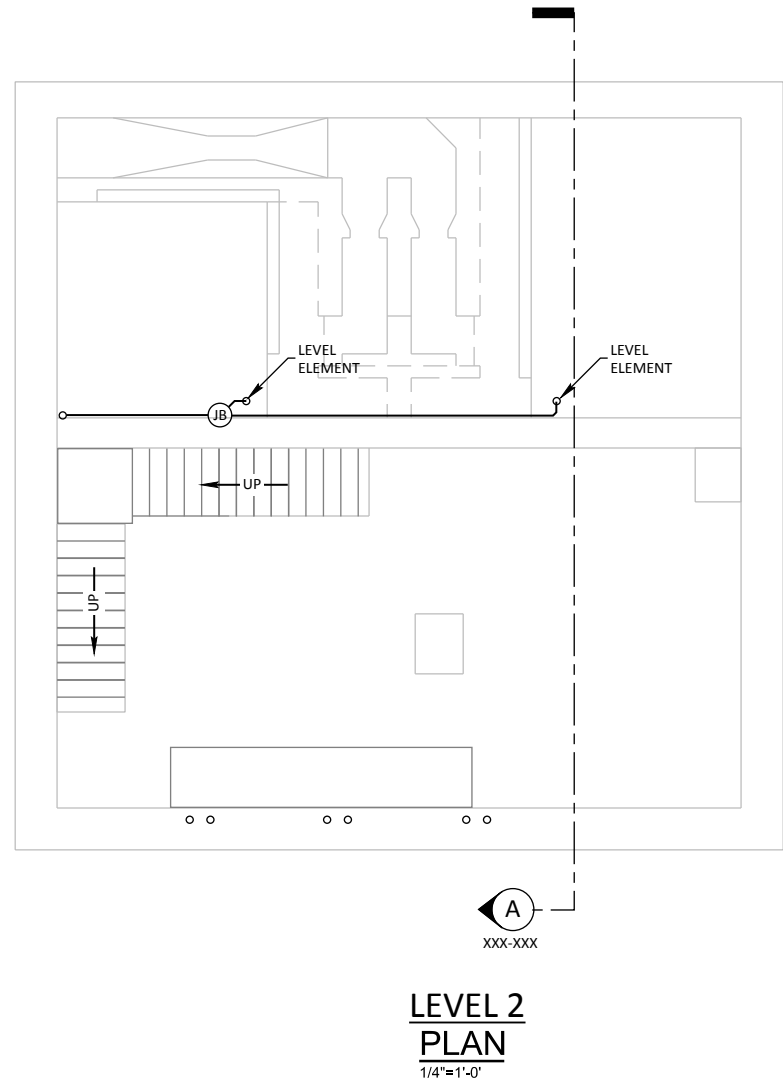
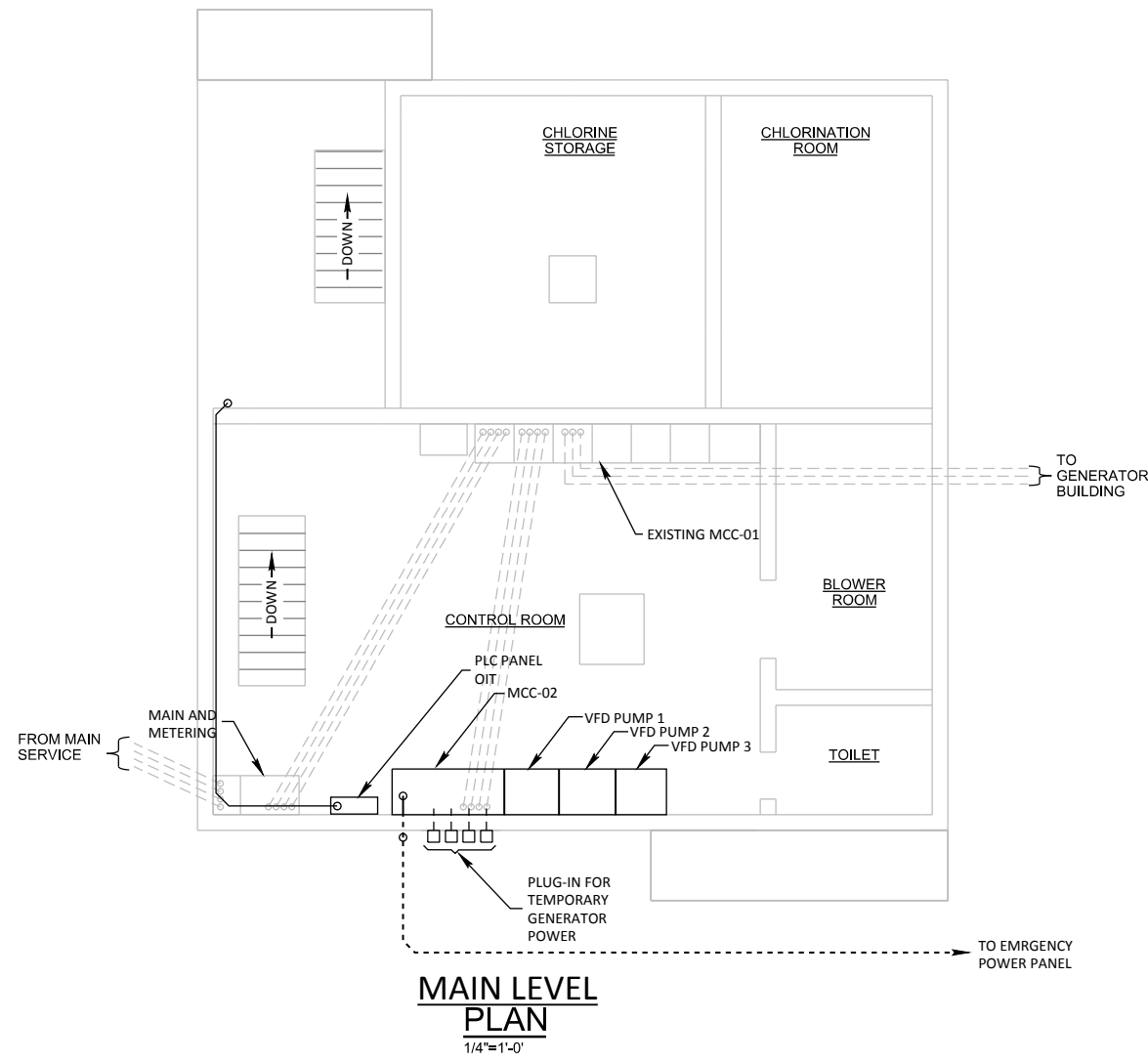


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- PHASE - 1**
- 1 - PROVIDE TEMPORARY POWER TO EXISTING VFD SWITCHBOARD.
 - 2 - DEMOLISH OLD MOTOR CONTROLLER
 - 3 - INSTALL NEW MCC-02
 - 4 - CONNECT NEW CONDUCTORS TO NEW MCC-02 AND ENERGIZE
 - 5 - ROUTE CONDUIT AND CONDUCTORS FROM NEW VFD'S TO MOTORS
 - 6 - CHANGE OVER ONE PUMP SET AT A TIME TO NEW VFD
 - 7 - DISCONNECT TEMPORARY POWER.
 - 8 - DEMOLISH OLD SWITCHBOARD AND VFD'S
- PHASE - 2**
- 1 - PROVIDE PERMANENT INSTALLATION FOR EMERGENCY POWER PANEL FOR VFD AND 200 HP PUMP SKID
- PHASE - 3**
- 1 - PROVIDE PERMANENT INSTALLATION FOR PLUG-IN TEMPORARY GENERATOR POWER



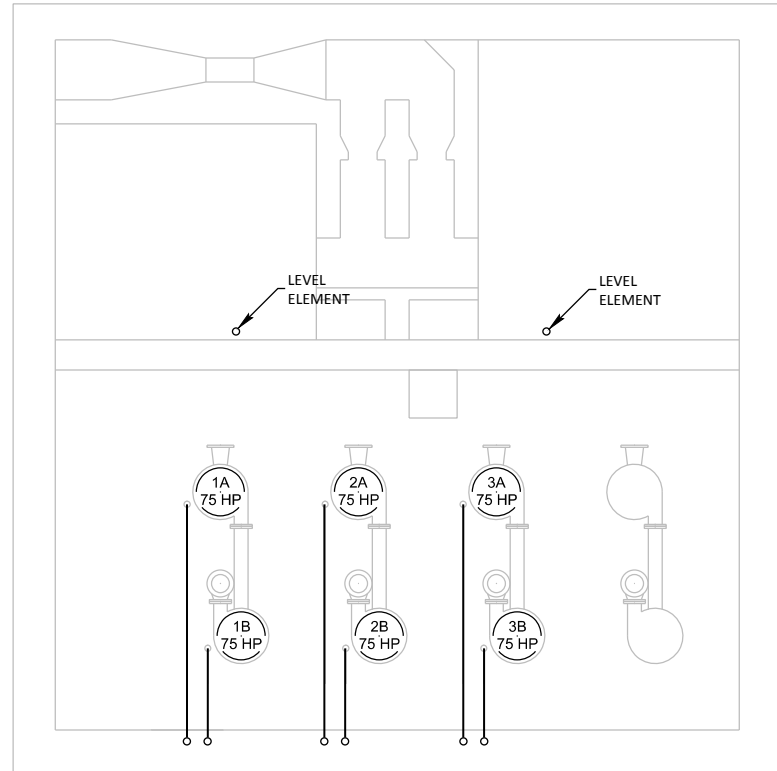
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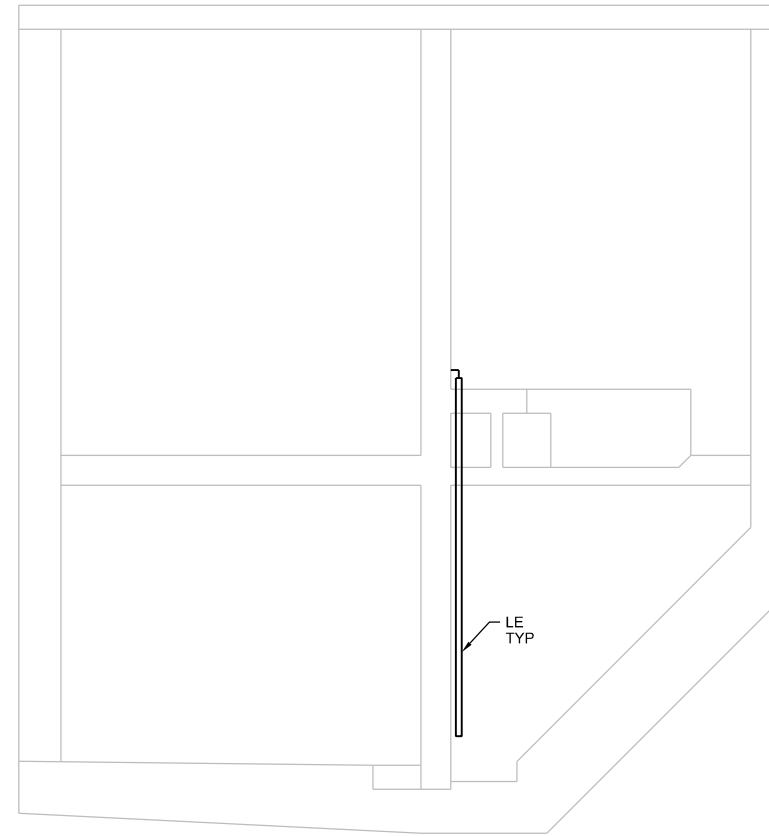
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		T. HILL	CHK	APVD
		J. MINOR	CHK	APVD
				APVD

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**LEVEL 3
PLAN**
1/4"=1'-0"



A SECTION
1/4"=1'-0"
x



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ELECTRICAL
PUMPING PLANT
PLAN AND SECTION

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		T. HILL	J. MINOR	APVD
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INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of _____, 2023 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **DOWL, LLC, a Delaware Limited Liability Corporation**, with its principal place of business at 5442 Longley Lane, Suite A, Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional engineering services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing surveying services to public clients, is licensed in the State of Nevada, and is familiar with the plans of the District.
- 2.3 Project. District desires to engage Consultant to render modeling services for the District’s upcoming Sewer Pump Station #1 Improvements (“Project.”)

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply services consisting of developing Bid Set Documents for replacing aging electrical infrastructure within the existing Sewer Pump Station #1 facility. A consultant had previously prepared plans and specifications for this project, however IVGID would like to break the project up into four priority levels of upgrades to the facility. The consultant shall review the prior design and develop bidding documents that include the Base Bid - Priorities #1 and #2, Bid Alternate A - Priority #3 and Bid Alternate B – Priority #4. (the “Services.”) The Services to be provided are further described in Exhibit A, Consultant’s Scope of Work, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B, Consultant’s fee schedule.
- 3.1.2 Term. The term of this Agreement shall be from June 29, 2023 to June 29, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder by July 25, 2023.
- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: [David Oto](#).
- 3.2.5 District's Representative. The District hereby designates [Engineering Manager Kate Nelson](#) or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or her designee.
- 3.2.6 Consultant's Representative. Consultant hereby designates [Matt Van Dyne](#) or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- 3.2.10 Insurance.
- 3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.
- 3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance:* Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions:* Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Thirty Three Thousand Eight Hundred Thirty Three (\$33,833.00)** without written approval of District's Engineering Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org, with a copy to rlr@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.
- 3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit A, or otherwise in writing by the District.
- 3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed

merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson

Consultant

DOWL, LLC
5442 Longley Lane, Suite A
Reno, Nevada 89511
Attn: Matt Van Dyne

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any

such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

- 3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.
- 3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.
- 3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those


that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
DOWL, LLC
Agreed to:

By: _____
Brad B. Underwood, P. E.
Director of Public Works

By:  David Oto

Signature of Authorized Agent
David Oto, P.E., Project Manager

Print or Type Name and Title

Date

June 19, 2023
Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation,
attach evidence of authority to
sign.

Date

Exhibit A
Consultant's Scope of Work

EXHIBIT A

CONSULTANT'S SCOPE OF WORK

Consultant will provide IVGID with the following services:

1. Review of Constructability and Existing Design Materials.
 - 1.1. Investigate the possibility of removing MCC-D entirely in an effort to save cost and make the system more intuitive to IVGID and maintenance personnel.
 - 1.2. Explore alternate design material avenues given current extended lead time for procuring major electrical equipment.
 - 1.3. Review and potentially revise construction phasing information in accordance with market conditions and IVGID's needs. Suggested phasing is as follows:
 - 1.3.1. Provide temporary power to (E) VFD SWBD directly from (E) MCC-D, allowing removal of (E) MCC-C and installation of (N) MCC-C.
 - 1.3.2. Hook up a pump to (N) VFD within (N) MCC-C while keeping other two (E) pumps connected to (E) MCC-D.
 - 1.3.3. At this point either use IVGID's mobile pump, VFD, and generator to provide bypass pumping or connect the sites 750kW generator directly to MCC-D. It is critical that the ATS is locked out to prevent paralleling sources.
 - 1.3.4. Verify both pumps are able to run on the 750kW generator.
 - 1.3.5. Disconnect ATS from (E) MCC-D and connect to (N) MCC-C. Verify (N) MCC-C and (N) VFD are operational on utility power. Fire up the one pump connected to MCC C and verify operation.
 - 1.3.6. Shut down 750kW generator and start cutting over the remaining two pumps one at a time to MCC-C.
 - 1.3.7. Connect 750kW generator back to ATS.
 - 1.3.8. Remove part of all of MCC-D depending on if bid alternates are being performed.
 - 1.3.9. Once the system is running off MCC-C, last step would be to phase the installation of the Service SWBD with utility. Could use bypass pump skid system or 750kW generator while waiting for utility to set the meter in the new SWBD.

2. Anticipated Deliverables and Schedule.

2.1. Consultant will complete its work in accordance with the following schedule, subject to reliance on IVGID for questions that may come up during the design phase.

Description	Date
Notice to Proceed	June 29, 2023
90% Design Document Submission for Review	July 21, 2023
90% Design Document Review Meeting	Week of July 24
90% Design Documents Comments Received	July 28, 2023
Bid Set Documents	August 10, 2023

3. Project Manager and Key Project Personnel.

3.1. David Oto, PE will serve as the project manager. His primary role will be to monitor the schedule and budget, and provide QA/QC for the electrical design.

3.2. Other key personnel include Matt Bodge, PE, Dakota Dreyer, and Tommy Garate.

Exhibit B
Consultant's Fee Schedule

EXHIBIT B
CONSULTANT'S FEE SCHEDULE

Category	Fee	
Design Review	\$1,120	
Design Development of Bidding Documents	\$30,643	
Bidding Services	\$2,070	
Construction Administration Services	\$8,470	
Total	\$42,303	\$33,833

MEMORANDUM

TO: Board of Trustees

THROUGH:

FROM: Paul Navazio, Director of Finance

SUBJECT: Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2023/24, Pursuant to NRS 332.15 and Board Policy 20.1.0 (Requesting Staff Member: Director of Finance Paul Navazio)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): LONG RANGE PRINCIPLE #3 - FINANCE The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Purchasing Policy for Goods and Services (20.1.0)

DATE: June 28, 2023

I. RECOMMENDATION

Staff recommends that the Board of Trustees authorize the following procurements for FY2023/24 transactions:

- 1) Make the following finding: Procurement of chemicals is exempt from competitive solicitation per NRS 332.115 (1), as the District has found single vendor(s) who can supply and deliver chemicals required for the District's water and wastewater treatment operations;
- 2) Authorize sole source procurement of chemicals with the following vendors:
 - a. UNIVAR (Sodium Silicate) in the amount not-to-exceed \$145,000, and
 - b. Olin (Sodium Hydrochlorite) in the amount not-to-exceed \$127,800;
- 3) Procurement of fuel (Fleet Services) through State Contract pricing (Contract #99SWC-S818) with
 - a. Pilot Thomas Logistics, LLC in the amount not-to-exceed \$190,000, and
 - b. Flyers Energy, LLC in the amount not to exceed \$175,000;

4) Blanket Purchase Orders for selected vendors for FY2023/2024 transactions for amounts not-to-exceed those specified in Attachment A to this Board memo.

II. BACKGROUND

Board Policy 20.1.0, Purchasing Policy for Goods and Services, adopted by the Board of Trustees on July 27, 2022, requires that all contracts, including purchase orders, for transaction expected to exceed \$100,000 be approved by the Board of Trustees. Board policy as well as NRS 332.115 further provides for exceptions to the requirement for public advertising and competitive bidding for specified contracts.

The District’s Purchasing procedures require that a purchase order is required for any contract or procurement exceeding \$5,000. While many Purchase Orders are tied to specific contracts or individually bid procurements, Blanket Purchase Orders are used to cover multiple transactions with a single vendor, typically for routine and recurring transactions. In general, Purchase Orders or contracts exceeding \$100,000 require Board approval, provided that the underlying contract has been let consistent with the public bidding requirements set forth in the NRS as well as the District’s Purchasing Policy.

However, NRS 332.115 (attached) provides for selected exceptions to the public advertising and competitive bidding requirements. Among the exemptions provided for in NRS 332.115 are purchases for goods and commodities for resale at retail by public agencies. For the District, several vendors utilized to supply food and beverage and golf merchandise for resale fall within this exemption.

This agenda item has been prepared seeking Board approval for selected blanket purchase orders for planned procurement activities with specific vendors, which are:

- 1. Estimated to exceed \$100,000 for the fiscal year,
- 2. Where the commodity or service procured is specifically exempted from public advertising and competitive bidding requirements (NRS 332.115.1.(p) exempts items for resale at retail outlet operated by a local public agency).

While the NRS includes exemptions for selected categories of local public agency procurement, Board Policy 20.1.0 provides that the District will undertake procurement with the presumption of competitive solicitation, unless it is in the District’s interest to forego competitive solicitation. The District’s long-standing practice has been to solicit informal quotes from vendors with available inventory for products purchased for resale at the District’s food and beverage venues and golf pro shop.

Sole Source procurement – Chemicals for Water and Wastewater Treatment Operations

Vendor	Description	Amount	Fund*
UNIVAR	Chemicals	\$145,000	Utilities (200)
Olin	Chemicals	\$127,800	Utilities (200)

Procurement through State Contract Pricing – Bulk Fuels

Vendor	Description	Amount	Fund*
Pilot Thomas Logistics, LLC	Bulk Fuel	\$190,000	410, 200, 320
Flyers Energy, LLC	Bulk Fuel	\$175,000	410, 200, 320

Blanket Purchase authority is specifically being sought as follows (Attachment A):

Vendor	Description	Amount	Fund*
US Foodservice, Inc.	Food and Beverage	\$ 479,500	320, 330, 340
Sierra Meat Co.	Food and Beverage	\$ 200,000	320, 340
Southern Wine & Spirits	Food and Beverage	\$ 158,500	320, 340
Acushnet Company	Golf Merchandise	\$ 150,000	320

Notes: Funds: Golf (320), Facilities (330), Ski (340), Fleet (410)

III. BID RESULTS

The recommendations included in this agenda item are being made consistent with applicable provisions of the District's Purchasing Policy (20.1.0) and NRS 332.

To purchase orders are being recommended for approval through sole source procurement as the District has identified single vendors able to meet the specifications and delivery requirements for supplies (chemicals) related to critical water and wastewater operations.

IV. FINANCIAL IMPACT AND BUDGET

Funding to cover the estimated expenditures for the purchase orders presented in this report are included within the approved FY2023/24 budget.

V. ALTERNATIVES

VI. COMMENTS

This agenda item seeks Board approval for selected vendor transactions for FY23-24, to include:

1. Sole Source procurement of chemicals for water and wastewater treatment operations,
2. Procurement of bulk fuels through State Contract pricing, and
3. Blanket Purchases Orders for selected vendors, as specified in Attachment A, where transactions are estimated to exceed \$100,000 for the fiscal year.

For informational purposes, this report also provides a listing of blanket purchase orders approved under General Manager’s contract authority (Attachment B).

VII. BUSINESS IMPACT/BENEFIT

VIII. ATTACHMENTS

- 1. Blanket Purchase Orders - FY23-24 Attach A, B
- 2. NRS_ CHAPTER 332.115_ Attachment C
- 3. Policy 20.1.0 _Purchasing-Goods and Services_ Adopted 07.27.22_ FINAL

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**Attachment A
Items Requiring Board Approval**

VENDOR	DESCRIPTION	Dept.	Division	FY23/24 Amounts
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Procurement through State Contracts

Pilot Thomas Logistaics, LLC	Fuel	PW	Fleet	190,000
Flyers Energy, LLC	Fuel	PW	Fleet	175,000

Sole Source Contracts

Olin	Soduim Hydrochloride	PW	Wastewater	105,000
	Soduim Hydrochloride	PW	Water	22,800
UNIVAR	Chemicals	PW	Utilities	145,000

Purchases for Resale Inventory Exempt from competitive solicitation under NRS 332.115;

US Foodservice, Inc.	Food and Beverage Suppliers	Food and Beverage	F&B	479,500
Sierra Meat Co.	Food and Beverage Suppliers	Food and Beverage	F&B	200,000
Southern Wine & Spirits	Food and Beverage Suppliers	Food and Beverage	F&B	158,500
Acushnet Company	Golf Equipment - Resale	Golf	Golf	150,000

**Attachment B
Items Approved through GM Authority**

VENDOR	DESCRIPTION	Dept.	Division
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FY23/24 Amounts

GM Approval

Kassbohrer All Terrain Vehicles	DP Grooming Fleet - Parts	PW	Fleet
Turf Star, Inc.	Golf / Parks - Parts	PW	Fleet
Hill Brothers	Mag Hydroxide	PW	Wastewater
Dell Computer Corp.	Computer Equipment	Admin	IT
Solenis LLC	Polymer for the WRRF	PW	Wastewater
Grainger	Tools/Supplies	District-wide	District-wide
Tahoe Supply	Janitorial Supplies	Buildings	District-wide
Sierra Pacific Turf Supply	Fertilizer / Chemicals	Golf	Golf
Incline Auto Parts (NAPA)	Fleet Parts	PW	Fleet
Village Ace Hardware	Supplies	District-wide	District-wide
Office Depot	Office Supplies	District-wide	District-wide

90,000
90,000
90,000
95,000
80,000
75,000
56,000
50,000
55,000
50,000
12,000

Purchases for Resale Inventory Exempt from competitive solicitation under NRS 332.115;

Swire Coca-Cola USA	Food and Beverage Suppliers	Food and Beverage	F&B
Sysco Food Services		Food and Beverage	F&B
New West Distributing		Food and Beverage	F&B
L&C Cook Specialty Foods, Inc.		Food and Beverage	F&B
Capital Beverage		Food and Beverage	F&B
Callaway Golf/Ogio		Food and Beverage	F&B
Breakthru Beverage NV Reno, LLC		Food and Beverage	F&B
Produce Plus		Food and Beverage	F&B
Cobra PUMA Golf	Golf Equipment - Resale	Golf	Golf
Greg Norman / Tharanco Lifestyles, LLC	Golf Equipment - Resale	Golf	Golf

60,000
70,000
55,000
55,000
50,000
15,000
30,000
30,000
35,000
12,000

Director-Level Approval

Bently Family Ltd.	Bio-Solids Disposal	PW	Wastewater
Thunderbird	SCADA Programming	PW	Water Wastewater
Air Products	LOX	PW	Water
Waste Management	Grease Removal @ SPS's	PW	Wastewater
Tessenderlo	Captor	PW	Water
Intergirty Pest Management	and various sites	PW	Wastewater
Matheson	Nitrogen ~ Dewar Cleanser	PW	Water
Full Circle	Compost	PW	Wastewater
Douglas County	Weed Control @ the Wetlands	PW	Wastewater
Waste Management	Grit Bin Disposal	PW	Wastewater

30,000
22,000
14,500
34,680
22,000
18,756
13,000
12,360
8,235
7,000
5,200

**Attachment B
Items Approved via Budget Authority**

VENDOR	DESCRIPTION	Dept.	Division
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FY23/24 Amounts

TRANSACTIONS AUTHORIZED THROUGH ANNUAL BUDGET APPROPRIATIONS - Exempt from Separate Board Action

Banking

Wells Fargo Bank, NA	Banking Fees	Fin	Fin
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Insurance

Menath Insurance (NV POOL/PACT)	Liability and Property Insurance	Fin	DP Liability - Safehold
			Nevado Pool - Gen Liab.

Utilities

AT&T	Utilities	Fin	Fin
Direct TV		Fin	Fin
NV Energy		Fin	Fin
Southwest Gas		Fin	Fin
Waste Management		PW	PW

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:
 - (a) Items which may only be contracted from a sole source;
 - (b) Professional services;
 - (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;
 - (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment;
 - (e) Perishable goods;
 - (f) Insurance;
 - (g) Hardware and associated peripheral equipment and devices for computers;
 - (h) Software for computers;
 - (i) Maintenance and support for:
 - (1) Hardware and associated peripheral equipment and devices for computers; and
 - (2) Software for computers;
 - (j) Equipment containing hardware or software for computers;
 - (k) Books, instructional materials, library materials and subscriptions;
 - (l) Motor vehicle fuel purchased by a local law enforcement agency for use in an undercover investigation;
 - (m) Motor vehicle fuel for use in a vehicle operated by a local law enforcement agency or local fire department if such fuel is not available within the vehicle's assigned service area from a fueling station owned by the State of Nevada or a local government;
 - (n) Purchases made with money in a store fund for prisoners in a jail or local detention facility for the provision and maintenance of a canteen for the prisoners;
 - (o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State;
 - (p) Items for resale through a retail outlet operated in this State by a local government or the State of Nevada;
 - (q) Commercial advertising within a recreational facility operated by a county fair and recreation board;
 - (r) Goods or services purchased from organizations or agencies whose primary purpose is the training and employment of persons with disabilities; and
 - (s) The design of, and equipment and services associated with, systems of communication,

↪ are not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative.

2. The purchase of forensic equipment and supplies used in forensic analysis or other equipment for use by a local law enforcement agency in the course of an undercover investigation is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

- (a) The equipment is an electronic or mechanical device which by design is intended to monitor and document in a clandestine manner suspected criminal activity;
- (b) Purchasing the equipment pursuant to such requirements would limit or compromise the use of such equipment by an agency authorized to conduct such investigations; or
- (c) The equipment and supplies are:
 - (1) Used in analysis in such investigations; or
 - (2) Required to comply with specific forensic standards or quality standards.

3. The purchase of personal safety equipment for use by a response agency or any other local governmental agency is not subject to the requirements of this chapter for a competitive solicitation, as determined by the governing body or its authorized representative, if:

- (a) The personal safety equipment will be used by personnel of the response agency or other local governmental agency in preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters in which the health, safety or welfare of those personnel may be compromised, impaired or otherwise threatened; and
- (b) The cost of the personal safety equipment is comparable to the cost of similar personal safety equipment that is available for purchase by the public.

4. The purchase of goods commonly used by a hospital, including, without limitation, medical equipment, implantable devices and pharmaceuticals, by the governing body of a hospital or its authorized representative is not subject to the requirements of this chapter for a competitive solicitation. The governing body of the hospital or its authorized representative shall make available for public inspection each such contract and records related to those purchases.

5. This section does not prohibit a governing body or its authorized representative from advertising for or requesting responses.

6. As used in this section:

- (a) "Act of terrorism" has the meaning ascribed to it in [NRS 239C.030](#).
- (b) "Personal safety equipment" means safety equipment that personnel of a response agency or other local governmental agency:
 - (1) Use in the course of preventing, responding to or providing services of recovery or relief in connection with emergencies, acts of terrorism or other natural or man-made disasters; or
 - (2) Wear or otherwise carry on a regular basis.

↪ The term includes, without limitation, firearms, boots, bulletproof vests or other types of body armor, protective garments, protective eyewear, gloves, helmets, and any specialized apparatus, equipment or materials approved or recommended by the United States Department of Homeland Security.

(c) "Response agency" means an agency of a local government that provides services related to law enforcement, firefighting, emergency medical care or public safety.

(Added to NRS by [1975, 1538](#); A [1987, 296, 1484](#); [1991, 337, 349, 648, 1934, 1935](#); [1997, 132](#); [1999, 889, 1684](#); [2001, 1317](#); [2003, 620, 2262](#); [2005, 226, 2554](#); [2019, 773](#))



Purchasing Policy for Goods and Services Policy 20.1.0

1.0 Policy

This policy is cited as the “Incline Village General Improvement District Purchasing Policy” and is hereafter referred to as the “Purchasing Policy” or “policy.”

1.1 Purpose

The purposes of the Purchasing Policy (policy) are to define the purchasing system that is used for the procurement of goods and services (general services and professional services, unless specified) as authorized by the Nevada Revised Statutes; to provide for the fair and equitable treatment of all parties involved in the purchasing process; to obtain the highest possible value in exchange for public funds; to exercise positive financial control over purchases; and to safeguard the quality and integrity of the purchasing system.

1.2 Enabling Statute(s)

The Purchasing Policy is adopted pursuant to Chapter 332 of the Nevada Revised Statutes (NRS), cited as the Local Government Purchasing Act. Any purchase of goods and/or services as defined herein shall be made in compliance with the Local Government Purchasing Act or more restrictive requirements as may be adopted by the Incline Village General Improvement District Board of Trustees.

For goods and services purchases that utilize federal grant funding, the procurement standards required by Title 2, Subtitle A, Chapter II, Part 200, Subpart D, sections 200.318 to 327 (2 CFR 200.318 to 327) shall apply.

With the exception of Sections 1.3, 1.4, 1.5, and where specifically noted elsewhere, this policy shall not apply to the procurement of public works construction projects, which shall be governed by NRS Chapter 338.

1.3 Definitions

For the purposes of this policy and implementing administrative procedures, the following definitions shall apply:

- A. Authorized representative. Unless otherwise designated, the authorized representative is the person/position designated by the Board of Trustees (governing body) to be responsible for purchasing functions described or referenced herein. The



Purchasing Policy for Goods and Services Policy 20.1.0

- authorized representative of the District is the General Manager, who may delegate purchasing roles and responsibilities as allowed by and in accordance with this policy.
- B. Awarding body. The awarding body is the Board of Trustees or its authorized representative as defined and prescribed herein.
 - C. Competitive solicitation. A written statement that sets forth the requirements and specifications of a required purchase that can include an invitation to bid, request for proposals, request for statement of qualifications, request for quotations, or other acceptable methods in compliance with NRS Chapter 332.
 - D. Contract. A mutual, written understanding between two or more competent parties, whereby one party agrees to perform as defined in the contract and the other party agrees to compensation for the performance rendered in accordance with the contract conditions. Contract and agreement may be used synonymously, and a purchase order can be a legally binding contract if issued with the terms and conditions of a purchase transaction.
 - E. Contract amendment. An agreed upon modification to an existing and properly awarded contract. Contract amendments shall be approved by the appropriate awarding body based on the aggregate total of the contract, i.e., the initial contract plus each amendment.
 - F. Contract change order. A modification to an existing contract to add or deduct work or materials that does not increase the approved contract amount.
 - G. Contract contingency. A percentage amount, typically ten percent, which is recommended for approval to the awarding body at the time of contract award that is reserved for unforeseen conditions encountered during project delivery. A contract contingency cannot be used to increase the scope of a project (see contract amendment).
 - H. General services. Work performed or services rendered by independent contractors such as custodial services; building, equipment or other maintenance not classified as a public work; and machinery and equipment rental. General services are typically associated with operational work and involve physical skills.
 - I. Goods. Equipment, materials and supplies to be furnished or used by any department of the District, including items to be purchased by the District and furnished to contractors for use in public works projects.
 - J. Governing body. The governing body shall be the Board of Trustees.
 - K. Implementing administrative procedures. Written instructions and procedures approved by the General Manager that implement the prescriptions and requirements of this policy.
 - L. Lowest responsive and responsible bidder. A responsible bidder/proposer who submits a bid/proposal that is responsive to the solicitation requirements.



Purchasing Policy for Goods and Services Policy 20.1.0

- M. Professional services. Services performed by a person or firm engaged in a profession based on highly specialized and/or technical knowledge or skill such as accountants, attorneys, architects, engineers, and physicians. Professional services are most closely associated with consultants who produce reports, studies and plans/specifications.
- N. Sole Source. Sole source procurement means that only one source (vendor/supplier) exists to purchase the equipment, goods or supplies.
- O. State Contracts – Contracts entered into by the State of Nevada Purchasing Division which are located at <https://nevadaepro.com/bso/>. These contracts are eligible for use by the District pursuant to NRS §332 and §333.
- P. Surplus Personal Property. Equipment, materials and supplies that is no longer used or has become obsolete, to be sold, exchanged or donated in accordance with NRS Chapter 332.

1.4 Procurement Responsibilities

This section sets forth procurement responsibilities of Incline Village General Improvement District (IVGID or District) staff members.

1.4.1 General Manager

The General Manager, as the Board of Trustee's authorized representative, or his/her designee, is responsible for the following procurement activities and functions:

- A. Adopting and keeping current administrative procedures that implement this purchasing policy and subsequent updates for consistency with NRS Chapter 332, or other changes in the law or revisions desired by the Board of Trustees.
- B. Overseeing and facilitating compliance with this policy, including:
 - 1) Exercising financial control over purchase transactions.
 - 2) Conducting competitive bidding and other forms of solicitation in the manner prescribed by [Article 2, Competitive Solicitation Requirements](#) of this policy.
 - 3) Awarding, recommending the award, and executing contracts in the manner prescribed by [Section 1.5, Contract Award Authority](#) of this policy.
 - 4) Staying informed of public procurement and market trends for effective procurement management.
 - 5) Prescribing and maintaining such forms as are necessary to conduct procurement processes compliant with this policy.
 - 6) Recommending updates to the purchasing policy for Board approval, as needed.



Purchasing Policy for Goods and Services Policy 20.1.0

- 7) Maintaining purchasing records and tracking expenditures associated with goods and services purchases.
- 8) Approve the sale, donation, or trade-in of surplus personal property as prescribed in NRS Chapter 332.

1.4.2 Department Directors

Each department director shall be responsible for ensuring that all departmental purchases are made in compliance with this policy and implementing administrative procedures, including:

- A. Preparing competitive solicitations appropriate to the procurement.
- B. Developing a good faith cost estimate of each procurement, planned or otherwise, to determine the appropriate solicitation procedure(s) whether competitively bid or sourced.
- C. Ensuring that the proper solicitation method is followed.
- D. Evaluating bids, proposals or price quotations received in accordance with the selection procedures appropriate to the method of solicitation.
- E. Ensuring that any contract or purchase order resulting from a solicitation process is approved and executed by the appropriate Awarding Body as defined herein.
- F. Ensuring that sufficient funds are appropriated to pay for a purchase.
- G. Ensuring that a contractor, consultant or vendor has met all District requirements pertinent to the purchase before goods are provided or services rendered. Such requirements may include, but are not limited to:
 - 1) Payment and/or performance bonds,
 - 2) Insurance certificates listing IVGID as an additional insured with incorporated endorsement pages, or
 - 3) Appropriate permits and/or licenses.
- H. Inspecting goods received to determine conformance with product specifications.
- I. Monitoring the performance of contractors, consultants and vendors to ensure compliance with contract requirements.
- J. Recommending and preparing contract amendments and change orders as necessary, and ensuring that such instruments are approved by the appropriate Awarding Body and that sufficient funds are appropriated to pay for the contract modification.
- K. Ensuring that due diligence is performed before determining that a purchase can proceed without a competitive solicitation process, provided that:
 - 1) The exception to a competitive solicitation is allowable under NRS Chapter 332 and is not otherwise excluded from exception by this policy.



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- 2) The exception is properly documented and approved by the authorized representative.
- 3) A resultant contract or purchase order is appropriately funded and approved by the appropriate awarding body.
- L. Keeping sufficient records of all departmental procurement process documentation, contracts and expenditures thereof, and ensuring that documentation is properly stored and filed in accordance with required recordkeeping procedures.
- M. Recommend the disposal of surplus personal property in accordance with NRS Chapter 332.

1.5 Contract Award Authority

The authority to approve and execute contracts that legally bind IVGID to the purchase of goods and/or services shall be vested in the Board of Trustees, or its authorized representative, as prescribed in this policy, subject to mandatory requirements of NRS Chapter 332 that may be adopted and which supersede IVGID policy prescription.

1.5.1 Board of Trustees

The Board of Trustees shall be the awarding body for any purchase of goods and/or services. For operational effectiveness and efficiency, business necessity or other purpose, the Board of Trustees, in its capacity as the governing body, may delegate the authority to award and execute contracts of any amount to the authorized representative. Such authority shall only be delegated as prescribed by this policy.

Until such time that economic conditions or other factors require a modification, the Board of Trustees shall approve any purchase for which the single transaction as defined herein exceeds \$100,000.

1.5.2 Delegation of Contract Award Authority

The following subsections establish the dollar threshold amounts and other requirements associated with the delegation of contract award authority.

1.5.2.1 Delegation by the Board of Trustees to the General Manager

To ensure efficient and effective business operation of the District, the General Manager, as the authorized representative of governing body, may award and



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execute contracts for the purchase of goods and/or services for which a single transaction does not exceed \$100,000.

Nothing in this section shall preclude the General Manager from requesting Board approval for contracts below this amount if deemed to be in the best interest of the District.

1.5.2.2 Delegation by the General Manager to District Staff Members

To ensure the efficient and effective business operation of the District, the General Manager may delegate contract award and/or execution authority granted by the Board of Trustees to the authorized representative. Such delegation shall be in writing and shall be reported to the Board of Trustees as an information item at the next regularly scheduled Board meeting.

1.5.2.3 Award Authority Determined by Single Transaction

For the purpose of determining the appropriate award authority, contract amounts shall be defined by what constitutes a single, or one transaction, as follows:

- A. One-time Purchase. Each discrete, one-time purchase that will not be duplicated in a fiscal year or fiscal years is a single transaction.
- B. As-needed or On-call Contracts. The contract term of an as-needed or on-call contract that may be required for recurring goods or services throughout a fiscal year, coupled with the total estimated value to be spent during the contract term, shall be considered a single transaction.
- C. Contract Amendments. A single transaction associated with a contract amendment shall be the sum total of the original contract amount of the amendment.
- D. Multi-year Contracts. A single transaction associated with a contract awarded for more than one year shall be the estimated sum total of the contract term, subject to the annual budget appropriation required specified in subsection 1.5.2.4.

1.5.2.4 Annual Budget Appropriation Required

For the purpose of complying with this policy, no contract for goods and/or services needed shall be awarded unless there exists an underlying budget appropriation in



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the fiscal year in which the contract is awarded, or an exception under NRS 354.626 or other law applies.

Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by the appropriate awarding authority but shall be subject to the appropriation requirement specified herein. The appropriation requirements specified herein shall be incorporated in District contract templates.

For construction projects adopted pursuant to IVGID's five-year capital improvement program (CIP), annual appropriations shall be presumed for the anticipated duration of a project.

2.0 Competitive Solicitation

2.1 Competitive Solicitation Requirements

Any competitive solicitation required by this policy shall follow the requirements contained and referenced in this section.

2.1.1 Required Contents

Each competitive solicitation issued by IVGID shall include the following content:

- A. The minimum requirements that a successful responding offeror must meet for contract award.
- B. The method by which a contract will be awarded, i.e., to the lowest responsive and responsible bidder or based on factors in addition to price.
- C. Notice of the written certification required pursuant to subsection 4 of NRS 332.065 (Boycott of Israel), if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).
- D. The period during which a notice of protest of a contract award may be submitted, if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).

2.1.2 Advertisement of Solicitation Opportunity

When required by this policy, the advertisement of a solicitation opportunity shall be published as follows:



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- A. In a newspaper of general circulation in Washoe County at least once and not less than 7 days before the due date and time of the solicitation response.
- B. Posted on a secure website every day for not less than 7 days before the due date and time of the solicitation response, as applicable and required.

The advertisement must state:

- A. The nature of the contract to be awarded.
- B. Where plans and specifications are available, if any.
- C. The date and time which responses must be received by and opened, as applicable.
- D. Whether the written certification required by subsection 4 of NRS 332.065 is applicable.
- E. Other information pertinent to a contract to be awarded.

2.2 Competitive Solicitation Methods

Competitive solicitation authorization and methods required by this policy are established as follows.

2.2.1 Authorization to Issue Competitive Solicitations

The General Manager, as the District's authorized representative, shall be responsible for conducting competitive solicitations and ensuring compliance with the procurement methods required by this policy.

To ensure efficient and effective business operations, the General Manager may assign responsibilities associated with competitive solicitations to subordinate staff members. Depending on the complexity and/or the sensitivity of the procurement, the General Manager may request approval of the solicitation by the Board of Trustees prior to issuance, when in the best interests of the District.

2.2.2 Competitive Solicitation Dollar Thresholds

The Local Government Purchasing Act does not establish competitive solicitation thresholds below \$50,000. As a matter of prudence and best practice, this policy establishes such requirements in subsections 2.2.3 and 2.2.4 below.



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2.2.3 Purchase of Goods and General Services Up To \$10,000

A competitive solicitation process is not required for the purchase of goods and/or general services estimated to cost \$10,000 or less in a single transaction. However, nothing shall preclude District staff members from conducting price comparisons to ensure the best overall value is obtained.

2.2.4 Purchase of Goods and General Services Between \$10,000.01 and \$50,000.00 (Informal Solicitation Methods)

The purchase of goods and/or general services estimated to cost between \$10,000.01 and \$50,000.00 in a single transaction may be procured by soliciting a minimum of two price quotations from sources capable of meeting the District's requirements under a resultant contract, unless a more formalized method such as the use of a standard bidding template is prescribed by the General Manager or designated authorized representative.

2.2.4.1 Less Than Two Price Quotations Received in Response to Informal Solicitation

If at least two price quotations are solicited, and only one is received, the authorized representative may recommend approval of the purchase to the awarding body provided that appropriate written documentation is presented with the purchase request that justifies the selection.

2.2.4.2 No Preclusion for Advertisement of Solicitation Opportunity

Nothing in this section shall preclude the authorized representative from advertising a competitive solicitation opportunity for a goods and/or general services purchase within the dollar thresholds specified in this section if in the best interest of the District to do so.

2.2.5 Purchase of Goods and/or General Services Between \$50,000.01 and \$100,000.00 (Formal Solicitation Methods)

A competitive solicitation for goods and/or general services anticipated to cost between \$50,000.01 and \$100,000.00 shall be solicited as follows:

- A. Responses must be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.



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- B. The solicitation may be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).

2.2.6 Purchase of Goods and/or General Services Greater Than \$100,000 (Formal Solicitation Methods)

A competitive solicitation for goods and/or general services anticipated to cost more than \$100,000 shall be solicited as follows:

- A. The solicitation must be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).
- B. Responses may be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.

2.2.6.1 Additional Solicitation Requirements When Using an Invitation to Bid

If an invitation to bid is the solicitation method used to procure goods and/or general services anticipated to cost more than \$100,000, the following requirements shall apply.

- A. The contract must be awarded to the lowest responsive and responsible bidder. Such determination shall be made in accordance with the determining factors specific in NRS 332.065(2).
- B. An awarded contract must include a notice of written certification required pursuant to and in the manner prescribed by subsection 4 of NRS 332.065 (Boycott of Israel).
- C. The District shall give preference to the use of recycled products, as applicable and as specified in NRS 332.066.

2.2.6.2 Use of Solicitation Methods Other Than an Invitation to Bid

A competitive solicitation method other than an invitation may be used so long as the minimum requirements for a responding offeror are met ([Subsection 2.1.1, Required Contents](#)) are met.

2.2.6.3 Protest of Contract Award

A person or company who has submitted a response to a solicitation may submit a notice of protest regarding the award of contract in accordance with the requirements



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prescribed in NRS 332.068 or a successor provision or provisions. The General Manager, as the District's authorized representative, shall develop procedures for evaluating and responding to the protest of a contract award.

2.2.6.4 Rejection of Response(s) Received

A response to a competitive solicitation may be rejected if it is determined that any of the following circumstances apply:

- A. A submittal is non-responsive, or a responding offeror is non-responsible.
- B. The quality of goods or services offered does not conform to District requirements.
- C. The public interest would be served by such rejection.

The General Manager, as the District's authorized representative, shall be responsible for determining whether to reject a response or responses to a competitive solicitation in accordance with NRS 332.075 or successor provision(s). Depending on the nature of the rejection(s), the General Manager, in consultation with District counsel, may request Board authorization to reject a submittal or submittals.

2.2.7 Purchase of Professional Services

Contracts for professional services where highly specialized knowledge or technical know-how is required are not always adapted to award by competitive solicitation. District staff shall evaluate each purchase of professional services to determine whether a competitive solicitation process would serve the best interests of IVGID or whether such a process would be impractical.

2.2.7.1 Professional Services Procured Through a Competitive Solicitation Process

Professional services procured through a competitive solicitation process may be conducted by request for proposals, request for statement of qualifications, or other method allowable by NRS Chapter 332, so long as responding offerors are evaluated on their qualifications, experience and demonstrated competence.

Competitive solicitations for professional services shall be conducted in a manner prescribed by the General Manager in the implementing administrative procedures. Such procedures shall be guided by the competitive solicitation and contract award thresholds prescribed in this policy.



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2.2.7.2 Professional Services Procures Without a Competitive Solicitation Process

Professional services procured without a competitive solicitation process shall follow the requirements set forth in [Subsection 3.2.1, Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation](#).

2.2.8 No Responses Received to Competitive Solicitation

If a competitive solicitation process is conducted and no responsible responses are received, the authorized representative may let a contract without a competitive solicitation provided that:

- A. A notice is published for not less than 7 days stating that no responses were received and that the contract may be awarded without further solicitation.
- B. The authorized representative considers any response received during the noticing period.
- C. The contract is awarded by the appropriate awarding authority.

3.0 Exceptions to Competitive Solicitation

3.1 Exceptions to Competitive Solicitation Requirements

As defined in NRS Chapter 332, certain contracts by their nature are not adapted to award by a competitive solicitation. Such contracts can only be exempted from a competitive solicitation in accordance with the requirements prescribed in this section.

Contracts that the District may exempt from a competitive solicitation include:

- A. Emergency contracts required to mitigate or prevent the imminent loss of life or property, or the imminent disruption of business operations.
- B. Sole source purchases, as defined.
- C. Contracts not adapted to award by competitive solicitation including:
 - 1) Professional services as prescribed herein.
 - 2) Repair and maintenance of equipment that may be more efficiently serviced by a certain person.
 - 3) Instances where compatibility with existing equipment is an overriding consideration.



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- 4) Perishable goods.
 - 5) Standardized computer hardware and peripheral devices and software, and the maintenance and support thereof.
 - 6) Insurance.
 - 7) Computer hardware and associated peripheral equipment and devices; and software.
 - 8) Goods or services available pursuant to an agreement between a vendor and the General Services Administration (GSA) or other federal government agency.
 - 9) Items for resale through a retail outlet operated in state by a local government or the State of Nevada.
- D. Contracts awarded pursuant to solicitation by other government entities or cooperative purchasing organizations.
 - E. Personal safety equipment as determined by the authorized representative.
 - F. Contracts with carriers.
 - G. Purchase or acquisition at auction, closeout and bankruptcy sales.
 - H. Failure to receive responses to a competitive solicitation as prescribed in [Subsection 2.2.8, No Responses Received to Competitive Solicitation](#).
 - I. Other exceptions authorized by NRS Chapter 332 with approval of the awarding body.

3.2 Presumption of Competitive Solicitation

In order to demonstrate the District's commitment to fair and open competition, it shall be presumed that competitive solicitations will be conducted whenever possible for goods or services that are otherwise exempt from bidding under NRS 332.

3.2.1 Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation

Pre-approval by the authorized representative is required before any goods or services can be procured without a competitive solicitation process. Such authorization shall be prescribed in the implementing administrative procedures.



Purchasing Policy for Goods and Services Policy 20.1.0

4.0 Prohibitions and Associated Penalties

4.1 Overview

To assure and maintain public confidence in the integrity of the IVGID purchasing system, the following prohibitions and associated penalties are adopted that apply to any District elected official or employee involved in procurement processes.

4.1.1 Prohibition on Financial Interest in Contracts

As included in Board of Trustees Policy 3.1.0, the District and its Board shall avoid all prohibited personal financial interests in contracts.

4.2 Prohibition on Splitting

Purchases of goods and services cannot, under any circumstances, be split or separated into smaller components to avoid the District's competitive solicitation or contract award requirements.

MEMORANDUM

TO: Board of Trustees

THROUGH: Brad Underwood, Director of Public Works

FROM: Madonna Dunbar

SUBJECT: Review, discuss and possibly accept Waste Management's proposal to expand the residential green waste program to a 32 week seasonal collection period, which doubles the current program season, and that the IVGID Board of Trustees approve the 5-year extension clause, which would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station, as outlined in the existing contract; the contract is set to expire June 30, 2026. (Requesting Staff Member: Director of Public Works Brad Underwood)

**RELATED STRATEGIC
PLAN BUDGET
INITIATIVE(S):**

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Strategies - Provide well-defined customer service consistent with fiscal goals, and parcel owner and customer expectations.

**LONG RANGE PRINCIPLE #2 – RESOURCES
AND ENVIRONMENT**

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

Strategies - Protect Lake Tahoe as a drinking source through programs, projects, and events that eliminate trash, hazardous waste, and contaminants from entering the watershed.

Long-term Initiatives – 2. Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and events that eliminate trash, hazardous waste and contaminants from entering the watershed.

**RELATED DISTRICT
POLICIES, PRACTICES, Ordinance #1 - Trash
RESOLUTIONS OR**

ORDINANCES

DATE: June 28, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to accept Waste Management's proposal to expand the residential green waste program to a 32 week seasonal collection period, which doubles the current program season and that the IVGID Board of Trustees approve the 5-year extension clause outlined in the existing contract; the contract is set to expire June 30, 2026. The extension would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station.

II. BACKGROUND

Since 2010, IVGID Public Works has coordinated a curbside green waste (yard debris only; no food waste) collection program with the solid waste hauler, Waste Management, via a contract/franchise agreement signed in 2016 (Attachment 2). A seasonal green waste curbside collection and recycling program is provided to Crystal Bay/Incline Village residential service households; commercial accounts are ineligible. The program supports a robust community defensible space program - built over time with program partners including IVGID, the North Lake Tahoe Fire Protection District, Clean Tahoe, Full Circle Compost, and Waste Management.

Waste Management Proposal Summary:

Waste Management is proposing to expand the residential green waste program to a 32 week seasonal collection period, which doubles the current program season. This program change is linked to a request that the IVGID Board of Trustees approve the 5-year extension clause outlined in the existing contract.

As it stands now, the contract is set to expire June 30, 2026. The extension would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station.

No rate increases are planned or linked to this request.

The current collection program runs for 16 weeks; a 12-week collection period from May to mid-July, with a break, then a second collection period of 4 weeks again in October.

In April, annually, curbside serviced property owners receive 96 stickers via US Mail. The stickers serve as the designation for green waste recycling collection. One sticker is placed on each 32-gallon bag of yard debris. The stickered bags are placed curbside, in small or large piles (next to bear boxes or carts). Stickers can be used curbside; one sticker per bag or used as credit for a load equivalent

of bulk, loose green-waste dropped off at the transfer station (unbagged).

Because of the large volume of materials removed during annual, defensible space yard cleanups, a large amount of materials can be generated at once. This creates a huge labor demand, often with large piles of bags placed curbside. Collection occurs weekly during the program timeframe with the bags being hand collected. Waste Management uses a designated truck, route and extra labor to accomplish the green waste collection services. The green waste materials are bulk hauled weekly by 3rd party trucking company to Full Circle Compost in Minden, Nevada for organics reclamation. Materials are converted into high quality organic compost by Full Circle Compost. <https://fullcirclecompost.com>

The success of the current program is apparent. Participation has increased steadily with the community diversion rate significantly increasing during green waste collection season. Results are below.

Green Waste Collection Program Results (2022)

Bags Collected:	59,185
Cubic Yards Collected:	11,207
Tons Collected (Including drop-off):	1,205.2

Cumulative results:

	2014	2015	2016	2017	2018* revised	2019* revised	2020* revised	2021	2022
WM Curbside and Drop-off Greenwaste Program (tons)	386	280	340	1050	566	634	720	858	1205
WM Curbside Yardwaste Bags Collected (count of bags)	20,296	13,920	24,400	76,500	na	67,021	91,549	46,059	59,185

The 2022 collection season ran for 17 weeks. (May 2 to July 29 & Oct. 3 to 28). Program flyer can be found at: <https://www.wm.com/location/nevada/northern-nevada/inclinevillage/index.jsp>

Residents have expressed program improvement ideas:

1. Eliminate the seasonal break in July/August/September.
2. Consider adding earlier start and later closure dates.
3. Consider a 96 gallon cart option as an alternative to bags.
4. Develop alternative to mailed stickers to reduce postal delivery

challenges.

Staff is working with WM on these suggested program improvements.

Waste Management Capital Improvement Project Scope:

Proposed project is a re-development of an existing operational transfer station. The intent of this project:

- Replace the existing paving with new pavement and striping
- Partial replacement of the existing perimeter fence
- Expand the existing driver dispatch building
- Expand the existing administration building
- Upgrade existing transfer station
- Demo and add one new transaction booth
- Add a new maintenance building to the west of the existing transfer station building
- Remove and replace existing stormwater management and bmp facilities per current code
- Replace existing propane system with natural gas

III. BID RESULTS

There are no bid results associated with this Memorandum.

IV. FINANCIAL IMPACT AND BUDGET

There is no financial impact from the information contained in this Memorandum.

V. ALTERNATIVES

Not applicable. This memorandum is for presentation purposes.

VI. COMMENTS

This presentation has been placed on the agenda at the request of Waste Management.

VII. BUSINESS IMPACT/BENEFIT

Approving the 5-year extension clause outlined in the existing contract would result in Waste Management expanding the residential green waste program to a 32-week seasonal collection period, doubling the current program season. Additionally, the extension would also support finalization and implementation of a \$5+million Capital Improvement Project investment in Waste Management's Incline Village transfer station. These improvements and enhancements will result in an improved customer service experience for District residents and improved safety for Waste Management employees.

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter

237, but it does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. Therefore, it does not require a Business Impact Statement.

VIII. ATTACHMENTS

- 1. Waste Management Request Letter and Project Scope
- 2. Waste Management Franchise Agreement

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

For the Board of Trustees to provide direction to staff on how to move forward with the request from Waste Management to approve a 5-year contract extension term stated in Section 3, Term and Renewal, of the current franchise agreement.

Waste Management Request Letter and Project Scope

ATTACHMENT 1

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4/26/2023

Indra Winqest
IVGID District General Manager 893 Southwood Blvd
Incline Village, NV 89451

Dear Mr. Winqest,

WM is planning capital improvements at the transfer station at 1076 Tahoe Blvd, which provides waste disposal services for residents and businesses in Incline Village. The transfer building was erected in 1995. Though delayed by the shutdown, WM has an overall plan for storm water improvements, security against wildlife, better facilities for employees, improved communication infrastructure, and landscaping to better camouflage the site from travelers on Tahoe Blvd. The anticipated cost for the improvements is now roughly \$4.5-\$5.0 million.

WM is requesting that IVGID agree to the 5-year contract extension term, as stated in Section 3, Term and Renewal (referenced below) of the current franchise agreement. That additional time will allow for construction to be scheduled during the area's abbreviated building season and allow WM to amortize costs while maintaining stable rates at the transfer station. Please note that we are not seeking a rate increase associated with this investment. The pricing mechanism will not change under this extension.

TERM AND RENEWAL. The term of this Franchise shall commence on October 1, 2016 (the "Effective Date") and shall continue in full force and effect for a term ending June 30, 2026. This Franchise may, by mutual consent of the Parties hereto expressed in writing, be renewed for an additional five (5) year period from and after the expiration of the term hereof upon the same terms and conditions as set forth herein or as otherwise agreed to by the Parties. This Franchise shall operate on a fiscal year basis so that any reference to annual or year shall mean the District's fiscal year of July 1st to June 30th.

Based on feedback from Public Works staff and the community WM is also willing to extend the annual Yard Debris collection period (as stated in Section 1.4 of Exhibit "A" Scope of Services) from 16 to 32 weeks. This will eliminate the "break" between Spring and Fall collection periods.

Please see attached slides for more information about planned improvements. Respectfully,

Barry Skolnick

DocuSigned by:
A handwritten signature in black ink that reads "Barry Skolnick".
2A640847CE8F475...

President, Reno Disposal CO.

RENO DISPOSAL CO.
Incline Sanitation Co.
100 Vassar Street
Reno, NV 89502

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Incline Village Site Improvements

Project Scope:

Proposed project is a re-development of an existing operational transfer station. The intent of this project:

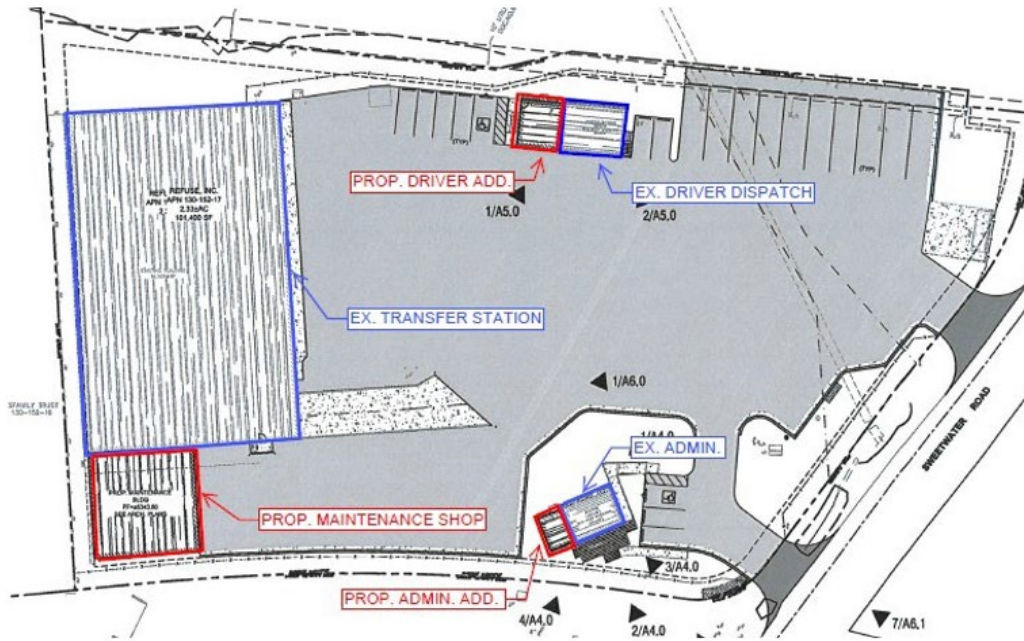
- Replace the existing paving with new pavement and striping
- Partial replacement of the existing perimeter fence
- Expand the existing driver dispatch building
- Expand the existing administration building
- Upgrade existing transfer station
- Demo and add one new transaction booth
- Add a new maintenance building to the west of the existing transfer station building
- Remove and replace existing stormwater management and bmp facilities per current code
- Replace existing propane system with natural gas



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Overall Site Reference Plan



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Site Development - Existing Site Civil

Current Status:

Stormwater Infrastructure

(To Be Removed and Replaced)

- Leachlines
- Valley Gutters
- Grates
- Manholes

Pavement

(To Be Removed and Replaced)

- Asphalt (In poor condition)

Site Perimeter

(Partial Remove and Replace)

- South, East and West chain-link and wood fence perimeters
- South Retaining Wall

Ref. Sheet C2.0, Civil Package



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Site Development - Proposed Site Civil

Proposed Improvements:

Stormwater Infrastructure

- Rainstore Infiltration System
- Oil Water Separators
- MHs and Trench drains
- Infiltration Trench

Pavement

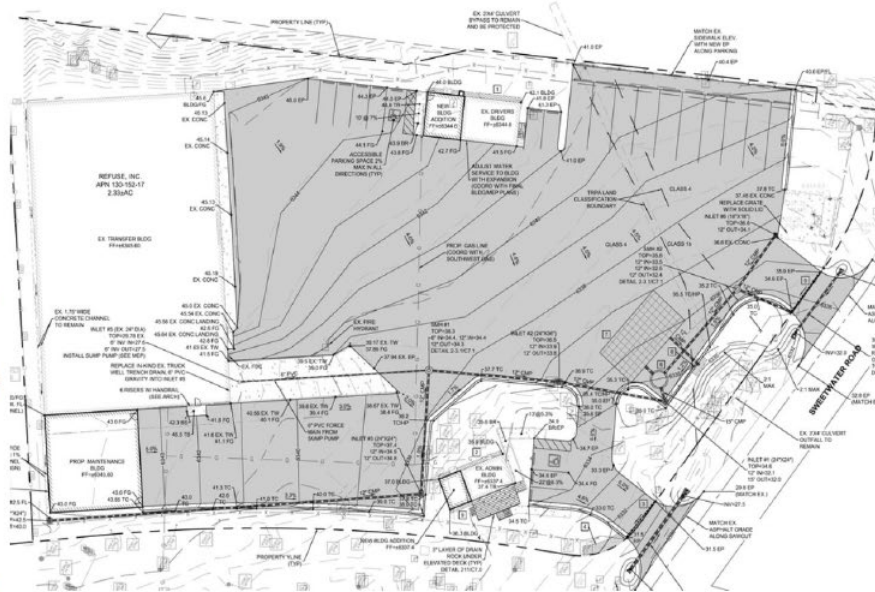
- New Asphalt 3" AC/13.5"

Site Perimeter

- New South, East and West chain-link fence

Entrance Gates/Driveways

- (2) Automatic Entrance Sliding Gates
- (1) Added driveway between Admin and main lot



Ref. Sheet C4.0, Civil Package



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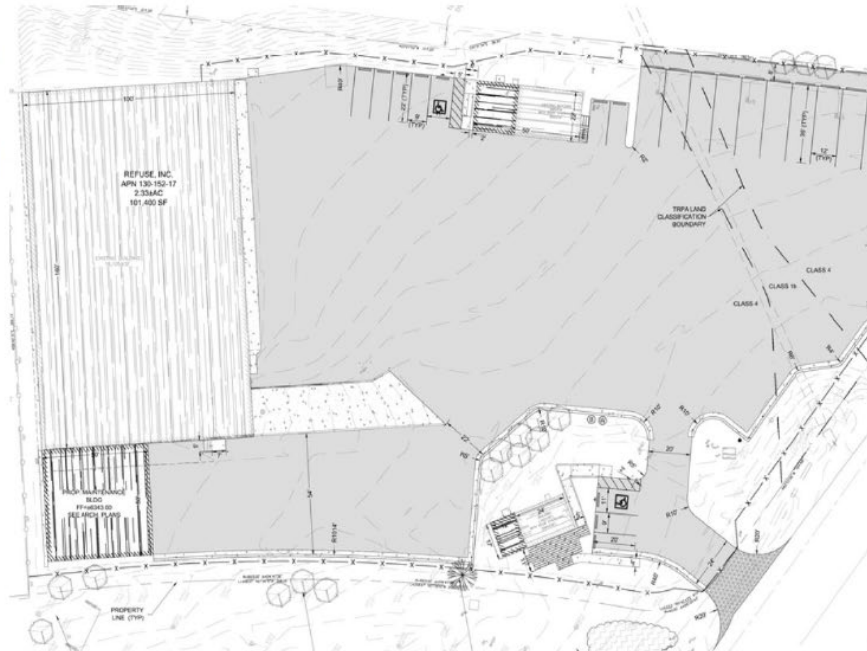
Site Development - Additional Improvements

Landscaping Improvements:

- Remove (3) Aspens Replace with (6) Scouler Willows
- Add (10) Scouler Willows

Miscellaneous Site Improvements:

- Demo existing front sign and replace with new sign
- Add bear electrical fence protection
- New main water house/cover structure
- Remove and replace (10) truck block heaters
- Concrete curbs and wheel stops
- Bring Natural gas to site



Ref. Sheet L1.0, Civil Package



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Transfer Station Improvements

Indoor Improvements:

- Remove & replace back windows with translucent panels
- Remove & replace pushwall
- Remove and replace existing transaction booth
- Fix Broken OH door in place
- Add entrance to existing storage/mechanical room
- Remove and replace lighting
- Fire sprinkler upgrade

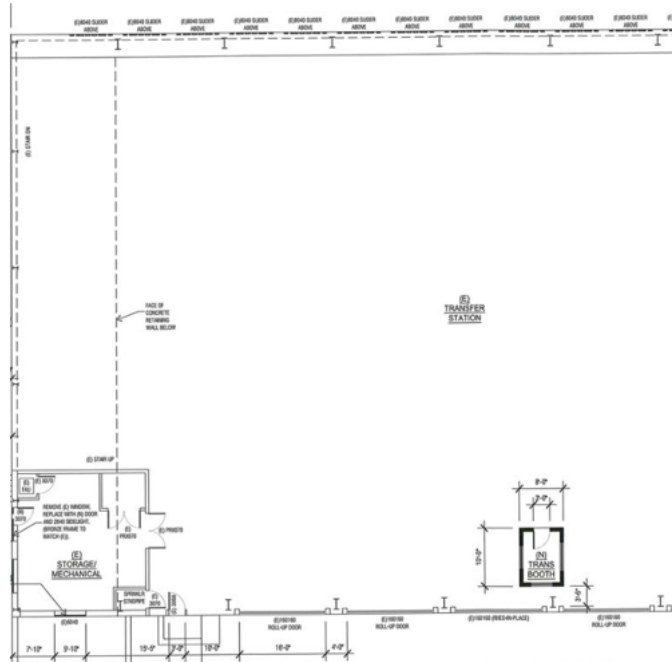
Exterior Improvements:

- New security cameras
- Addition of stairs for new entrance at storage/mech room

Loadout Tunnel Improvements:

- Remove and replace indoor drainage sump pump and add (5) lights

Ref. Sheet A3.0, Arch. Package



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Maintenance Shop Addition

New Building Structural

- 50'x50' PEMB
- 7'x7' ADA Bathroom
- (2) Man doors
- (2) 16'x16' OH Doors

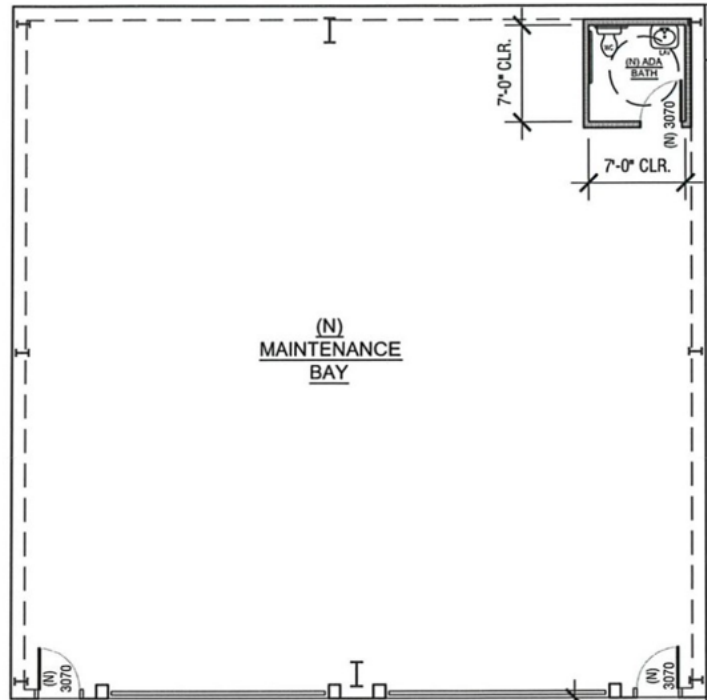
Indoor Additions

- Lighting
- IR Heating/HVAC
- (1) Trench Drain

Exterior Additions

- New utilities
- Grading, footings, curb, paint
- New security cameras

Ref. Sheet A3.0, Arch. Package



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Administrative Building

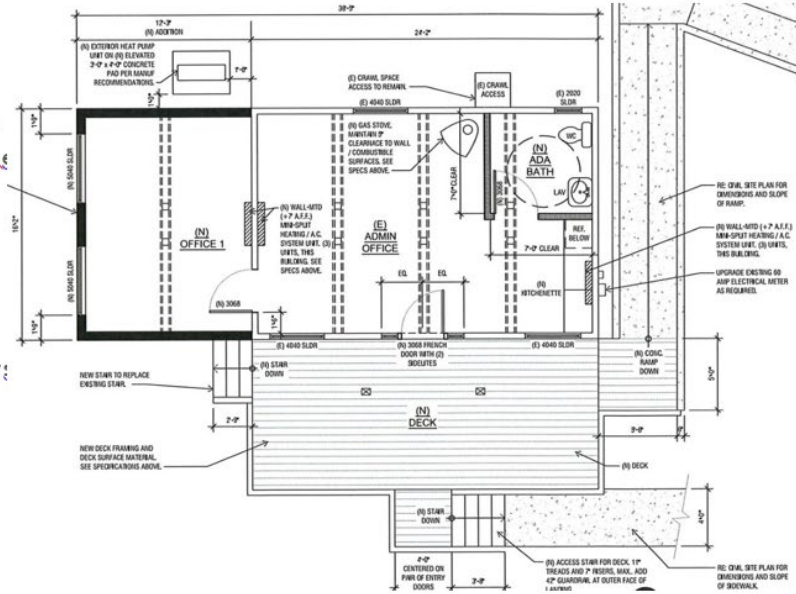
Proposed Improvements:

Interior Improvements

- New 12'-3"x16'-2" addition
- (3) New wall mounted Heaters
- R&R kitchen with new gas stove
- New ADA bathroom

Exterior Improvements

- Remove and replace deck
- New ADA ramp and stairs
- Strip/prep/paint building
- Rework front door and window
- New heat pump
- Remove propane tank and replace with natural gas
- New security cameras



Ref. Sheet A2.0, Arch. Package



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Driver Dispatch Building

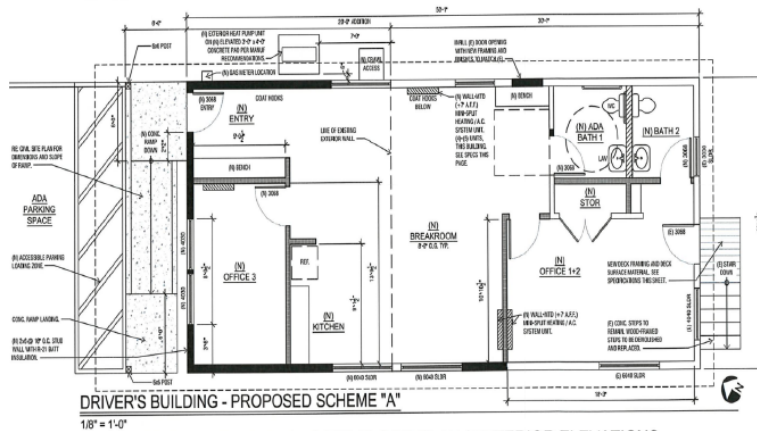
Proposed Improvements:

Interior Improvements

- New 20'x22'-1.5" addition
- Addition of office, kitchen and entry
- Remodel of breakroom and office
- (2) New bathrooms, (1) ADA
- (4) New wall mounted heaters
- HVAC upgrades

Exterior Improvements

- Remove and replace deck
- New ADA ramp and stairs
- Strip/prep/paint building
- New heat pump
- New security cameras



Ref. Sheet A1.0, Arch. Package



THINK GREEN:

Waste Management Franchise Agreement

**SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT
TO PROVIDE SOLID WASTE AND RECYCLABLES COLLECTION SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

AND

RENO DISPOSAL CO., dba INCLINE SANITATION CO.

This SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT ("Franchise") is made and entered into between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a general improvement district organized and existing under and by virtue of the laws of the state of Nevada, hereinafter referred to as "District"; and, RENO DISPOSAL CO., a Nevada corporation, doing business as Incline Sanitation Co., hereinafter referred to as "Collector." The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Franchise shall be effective upon the "Effective Date", as defined below.

RECITALS

WHEREAS, District awarded Independent Sanitation Company an exclusive franchise for the operation of a solid waste collection and disposal service for all the areas within the District, entitled "*Solid Waste and Recycling Franchise Agreement Incline Village General Improvement District and Independent Sanitation, aka Waste Management,*" dated March 29, 2007 (the "Original Franchise");

WHEREAS, Independent Sanitation Company was thereafter merged into Reno Disposal Co., a Nevada corporation doing business as Incline Sanitation Co., and was dissolved on December 21, 2007;

WHEREAS, on May 28, 2008, the District and Collector entered into the "*Amended Solid Waste and Recycling Franchise Agreement Incline Village General Improvement District and Reno Disposal Co. dba Incline Sanitation Co.*" (the "First Amended Franchise") which amended and restated the Original Franchise; and

WHEREAS, the Parties wish to further amend and restate the Original Franchise and First Amendment by executing this Franchise.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged. The Parties hereto do hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. For the purpose of this Franchise, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

1.1. "Allowable Expenses" means those expenses incurred by the Collector in the performance of this Franchise, but only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles on an accrual basis, and when applicable, prorated or allocated to the Collector's operations within the District, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Collector solely in the course of performing its

obligations under the Franchise. Allowable Expenses shall not include any fines or penalties imposed by any court or regulatory agency for or related to Collector's operations under this Franchise.

1.2. "Bear Shed" means any wildlife-resistant enclosure that is constructed of metal or wood, has a secure door for access, is affixed to the ground, and is resistant to wildlife, including bears.

1.3. "Bin" means a receptacle for Solid Waste or other materials provided by the Collector, having a capacity of three (3), four (4), or six (6) cubic yards and that has a tight-fitting, attached metal lid which can be locked, and is designed to be dumped mechanically into a front-loading or rear-loading collection vehicle.

1.4. "Bulky Waste" means large items of Solid Waste such as appliances, furniture, large auto parts, trees or branches (more than 2" in diameter), stumps and other oversize wastes whose large size precludes or complicates handling by normal collection, processing or disposal methods.

1.5. "Cart" means an industry standard, wheeled Container of approximate thirty-two (32), sixty-four (64), or ninety-six (96) gallon capacity provided by Collector to Customers for Collection of Solid Waste or Recyclables.

1.6. "C&D Waste" means the waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings, and other structures. Such wastes include, but are not limited to, bricks, concrete, other masonry materials, soil, rock, lumber, road spoils, rebar, paving materials, and tree stumps.

1.7. "Collector" means the Reno Disposal Co., doing business as Incline Sanitation Co., and its successors and assigns.

1.8. "Commercial" means all non-Residential facilities, businesses, institutions, governmental agencies, and similar facilities, including, but not limited to, offices, factories, retail or wholesale stores, warehouses, industrial facilities, schools, hotels, motels, and public accommodation facilities.

1.9. "Compactor," means any Bin or other Container incorporating a built-in mechanism to reduce waste volume by crushing action or other compacting method.

1.10. "Container" or "Containers" means Carts, Bins, Compactors, and Drop Boxes or other containers provided by Collector for use to provide the Services.

1.11. "Customers" means Residential or Commercial Customers receiving Services within the Franchise Area.

1.12. "District" means the Incline Village General Improvement District, its Board of Trustees, officials, commissions, agents, and employees unless otherwise specifically designated.

1.13. "Drop Box" means an industry standard receptacle for Solid Waste or other material provided by the Collector, generally having a capacity equal to or greater than fourteen (14) cubic yards.

1.14. "Enhanced Wildlife Resistant Cart" means a wheeled Container of approximate sixty-four (64), or ninety-six (96) gallon capacity that has been reinforced with steel and equipped with a locking mechanism that prevent access to the Containers by wildlife.

1.15. "Enhanced Wildlife Resistant Bin" means that the various types of Bins have been reinforced with higher grade steel, self-closing lids and locking mechanisms that prevent access to the Containers by wildlife.

1.16. "Effective Date" is defined in Section 3 below.

1.17. "Excluded Solid Waste" means the following materials, provided, however, that the District and the Collector may in the future agree in writing to include any of the following materials as Solid Wastes subject to this Franchise:

- Hazardous Waste, as defined herein;
- C&D Waste, as defined herein;
- Bulky Waste;
- Animal manures, dead animals, and animal remains, including remains from slaughterhouses or butcher shops;
- Grease waste or used cooking oil;
- Sewage sludge, septic tank and cesspool pumpings, or other sludge;
- Biohazardous waste as defined in the Washoe County Board of Health Regulation § 010.068, except for Home-Generated Sharps Waste as defined herein and which are included as Solid Waste within the Franchise;
- Industrial process wastes and industrial wastewater sludge;
- Treated/de-characterized wastes;
- Antifreeze;
- Asbestos and asbestos-containing waste;
- Light ballasts;
- Petroleum contaminated soils;
- Universal wastes as defined in 40 CFR § 273.9, including batteries, pesticides, mercury-containing equipment, and universal waste lamps as defined therein;
- Other wastes which require specialized disposal or treatment under state or federal law;
- Other wastes that the Parties agree to in writing to be excluded from this Franchise.

1.18. "Franchise Area" means: (i) the entire territory included within the Incline Village General Improvement District limits as of the Effective Date; and (ii) such additional area as

may thereafter become included within the District limits from time to time due to annexation, incorporation, or other means.

1.19. "Gross Receipts" means all revenues received, including all money, cash, receipts, property or other thing of value collected by Collector from Customers, for the Services described on Exhibit A. "Gross Receipts" shall not include revenues generated from the sale of Recyclables or any rebates for Recyclables received from any source.

1.20. "Hazardous Waste" means wastes that are defined as hazardous wastes or any other radioactive, volatile, corrosive, flammable, explosive, biohazardous, or toxic waste, substance or material, as defined by or listed or characterized under applicable federal, state, or local laws or regulations, including, but not limited to the Washoe County Board of Health Regulations § 010.324; NRS 459.400 to 459.600, inclusive; the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 *et seq.*

1.21. "Home-Generated Sharps Waste" means Sharps, as defined in Washoe County Board of Health Regulation § 010.652, which are generated from private residences and handled in accordance with applicable law.

1.22. "Multi-Family Residential" means all multiple dwelling buildings including, but not limited to, duplexes, apartments, condominiums, cooperatives, mobile homes and trailer parks, and any other buildings or business containing multiple dwelling units, which building is not a Single Family Residential dwelling.

1.23. "Net Income" is defined as Gross Receipts minus Allowable Expenses (including taxes).

1.24. "Recyclables" means those recyclable materials that are specifically listed in Exhibit C attached hereto. Upon agreement of the Parties, the District may update or modify the list of Recyclables if viable markets are available for recycling and selling the material. Moreover, District may direct Collector to add items to the list of Recyclables to comply with applicable law.

1.25. "Residential" means the regular residential dwelling units of individuals and/or families, whether owned, rented, or leased, including, but not limited to single-family homes, multiple-family dwellings, mobile homes, apartment complexes, condominiums, or similar dwelling places, but excluding hotels, motels, campgrounds, and similar temporary premises.

1.26. "Return on Revenue" means the ratio of Net Income to Gross Receipts. For purposes of this Franchise, the "Rate of Return" is nine percent (9%).

1.27. "Single-Family Residential" means a Residential dwelling unit consisting of a single-family home.

1.28. "Solid Waste" means solid waste as defined in NRS 444.490. Notwithstanding the definition of "solid waste" in NRS 444.490, the definition of Solid Waste for purposes of this Franchise does not include those materials specifically identified herein as "Excluded Solid Waste", unless the Parties subsequently agree in writing to include such materials within the definition of Solid Waste for purposes of this Franchise. In addition, Solid Waste does not include Recyclables.

1.29. "Source Separated Recyclables" means Recyclables that have been segregated from other Solid Wastes at the point of generation and placed into designated individual Containers.

1.30. "Yard Debris" means material generated from plants, including branches or small trees (2" or less in diameter), bushes, pine needles, and grass clippings or similar material on Residential or Commercial premises, excepting Bulky Waste.

2. GRANT OF EXCLUSIVE FRANCHISE; MANDATORY SERVICE; EXCEPTIONS.

2.1. Grant of Exclusive Franchise. Subject to the terms of this Franchise, the District does hereby grant to Collector, and Collector does hereby accept, the exclusive duty, right and privilege of collecting, removing, transporting, and disposing or otherwise handling all Recyclables and Solid Waste generated, deposited and accumulated within the Franchise Area. This Franchise is exclusive in nature, and, except as provided in Section 2.3 no other person shall collect or transport any Solid Waste or Recyclables generated, deposited, accumulated or otherwise coming to exist in the Franchise Area during the term of this Franchise, or during any extension or renewal thereof, except as specifically provided herein.

2.2. Mandatory Service. Pursuant to Section 3.1 of District Ordinance No. 1, as hereinafter amended, the District requires that Solid Waste collection is mandatory for Residential and Commercial Customers in the Franchise Area, and all such Customers shall subscribe to and use the Collector's collection service, except as otherwise provided in District Ordinance No. 1 or Section 2.3. The obligation to subscribe to and use the Collector's collection service shall arise whenever there is an accumulation of Solid Waste on any Residential or Commercial premises, regardless of the amount of such accumulation. Collector shall comply with such procedures as may be specified in District Ordinances for discontinuance of service for all Customers.

2.3. Exemptions from Franchise. Notwithstanding the exclusivity of this Franchise granted in Section 2.1 above, nothing in this Franchise shall prohibit other persons from collecting or transporting the following materials:

(a) C&D Waste;

(b) Excluded Solid Waste;

(c) Yard Debris removed from any premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;

(d) Solid Waste which is removed from any premises and personally transported by the person who generated the Solid Waste, provided that the Solid Waste being hauled is contained or covered to prevent spillage onto streets or highways. This exemption applies only to the occasional cleanup of the premises and shall not be a regular occurrence. This exemption does not apply if the person generating the Solid Waste hires any party other than Collector to haul the Solid Waste generated.

(e) Solid Waste and/or Recyclables generated at the District's own facilities which are collected and transported using the District's own equipment and employees, including the collection, hauling, and disposal of bio-solids and sludge.

(f) Source-Separated Recyclables that are donated or sold by the generator to youth, civic, charitable, or other nonprofit organizations.

(g) Source-Separated Recyclables which are personally transported by the generator to one of the recycling centers maintained by the Collector or to any third party recycling center;

(h) Source-Separated Recyclables generated by Commercial Customers that are placed in containers, contain at least 90% Recyclables, collected through a private arrangement with the generator, and for which the generator is compensated at market rates, as determined by District, for the Recyclables collected.

2.4. Enforcement of Exclusivity of Franchise. To the extent permitted by law, the District and/or Collector shall prohibit any person from collecting, removing, transporting, disposing, recycling, or otherwise handling of Solid Waste and Recyclables, except as otherwise allowed in Section 2.3, other than by and through the Collector, where such activity is in violation of the terms of this Franchise. In its sole discretion, the District may protect and enforce the exclusive rights of Collector through appropriate ordinances and reasonable enforcement of those ordinances against third party violators. To the extent permitted by law, the Collector shall have a private right of action to independently enforce the terms of such ordinances against any third party, including a claim for injunctive relief.

3. TERM AND RENEWAL. The term of this Franchise shall commence on October 1, 2016 (the "Effective Date") and shall continue in full force and effect for a term ending June 30, 2026. This Franchise may, by mutual consent of the Parties hereto expressed in writing, be renewed for an additional five (5) year period from and after the expiration of the term hereof upon the same terms and conditions as set forth herein or as otherwise agreed to by the Parties. This Franchise shall operate on a fiscal year basis so that any reference to annual or year shall mean the District's fiscal year of July 1st to June 30th.

4. SERVICES.

4.1. Basic Services. Collector shall furnish all vehicles, labor, supervision, materials, supplies, equipment, and all other items required to collect, remove, transport, dispose of, recycle, or otherwise handle all Solid Waste and Recyclables generated or accumulated within the Franchise Area, as more fully set forth in Exhibit A attached hereto (collectively the "Services"). Collector shall dispose of Solid Waste at any permitted and licensed site or facility where such disposal is lawful, as mutually agreed to by the Parties. Collector shall deliver the Recyclables to any permitted and licensed site or facility where the processing, recycling, or sale of such materials is lawful. Collector shall comply with all laws and regulations applicable to Collector's operations, including federal, state, and local laws, ordinances, rules and regulations applicable to the location where Solid Waste or Recyclables may be transported, disposed of, or recycled hereunder. Collector shall only collect Solid Waste or Recyclables between the hours of 5:00 am and 5:00 pm for Commercial Customers and 7:00 am and 5:00 pm for Residential Customers unless authorized in writing by District.

4.2. Disruptions in Service. Collector shall use commercially reasonable efforts to provide alternate equipment and/or labor to deal with disruptions in service for mechanical issues and/or labor disruptions. Collector shall notify District of any anticipated delays in the provision of any Services which are anticipated to exceed twenty-four (24) hours, and shall provide District with a written action plan to minimize service disruption. Collector shall provide District with written updates not less frequently than once each calendar day during any disruption, describing the Customers and Services affected by the disruption and providing an

estimated time for resumption of normal Services. In the event that Collector fails to provide alternate equipment and/or labor as required herein for any reason, District shall have the right to do so using emergency procurement provisions and Collector shall bear all costs of District's procurement of alternate equipment and/or labor until Collector resumes normal service.

4.3. Containers. All Containers utilized by Collector for Services shall be industry standard containers. District may require that Recyclable Cart lids be a different color than those utilized for Solid Waste, and all Recyclable Containers shall be clearly identified with appropriate markings and shall identify the materials that qualify as Recyclables. Collector shall not place any Bins, Compactors, or Drop Boxes in the public right-of-way until and unless Collector or the Customer has obtained a permit to do so from District and/or Washoe County or State agencies. Collector shall not place any Container that does not comply with the District's standards for wildlife-resistant Containers, or that does not comply with the District's "screened or enclosed" policy, provided that Collector may place temporary Containers for a period of not more than forty-five (45) days or at a job site for the duration of a construction project.

4.4. Sanitary Operation. Collector shall at all times exercise diligence in the supervision of its personnel and shall cause its employees to take care to deposit all Solid Waste inside collection vehicles, leaving no pieces of Solid Waste upon any street, alley, walkway, or other public place within the District. Any spillage caused by Collector shall be immediately collected by Collector. No single collection vehicle used by Collector shall be older than ten (10) years. Collector's vehicles shall be safe, adequate, clean, well-maintained, reasonably watertight, and constructed in such a manner to be completely covered in order to prevent the sifting, spilling, dripping, or blowing of any contents from the vehicle. Collector shall immediately clean up any spills of Solid Waste or fluids of any kind emanating from its collection vehicles. The exterior of each collection vehicle shall be kept clean. Each of the Collector's collection vehicles shall at all times be equipped with petroleum absorbent materials and a broom and shovel to be used for cleanup activities. The Collector shall comply at all times with all recommendations or limitations concerning laden weight of collection vehicles established by the State of Nevada or any government agency, and/or the vehicle manufacturer.

4.5. Vehicles and Equipment. Collector's name, phone number, and vehicle identification number shall be visibly displayed on all collection vehicles in letters and figures. Collector shall maintain all of its vehicles and equipment in a safe, clean, painted and operable condition. All collection vehicles shall be currently registered with the Nevada Department of Motor Vehicles and operated in compliance with all applicable laws and regulations.

4.6. Collector Employees.

(a) The Collector shall exercise reasonable care to hire responsible employees, to supervise the work of such employees, and to discipline an employee failing to meet reasonable standards for performance of work under this Franchise. The Collector shall comply with applicable law pertaining to employment, including, but not limited to, applicable equal opportunity employment and affirmative action requirements. Collector shall ensure all employees are properly trained and licensed for their respective duties. All employees shall undergo drug and alcohol testing to the extent required by applicable law. Collector shall adopt and enforce, through collective bargaining or otherwise, appropriate and industry-standard policies on employee conduct and hiring. At a minimum, such policies shall include a background check on prospective employees and shall comply with applicable law.

(b) Collector shall train and supervise its employees to provide professional and courteous service to customers and other members of the public. All employees shall wear uniforms while providing Services, which shall be kept as clean as reasonably possible.

(c) Collector's employees shall not place containers of any size in a manner that blocks any driveway, sidewalk, mailbox or street, shall close all gates opened by them unless otherwise directed by the customer, and shall exercise reasonable care to perform Services in a reasonably quiet manner. Moreover, Collector's employees shall lock and latch all Bins and Bear Sheds, as applicable, after collection.

(d) All Collector drivers shall be trained and qualified in the operation of waste collection vehicles, and must possess a valid driver's license of the proper class and with proper endorsements. Collector shall annually request from the Nevada and California Department of Motor Vehicles a report of moving violations committed by Collector's drivers and shall take such action as Collector deems appropriate.

(e) Collector shall prohibit its employees from directly or indirectly requesting, demanding, soliciting, or accepting any additional compensation or gratuity from members of the public in connection with the provision of Services, provided that Collector may permit its employees to accept unsolicited holiday gifts.

5. ADDITIONAL SERVICE REQUIREMENTS. In addition to the Service requirements in Section 4 above, Collector shall provide the following additional services:

5.1. Customer Service. Collector shall provide an office and telephone number within the District wherein its Customers can transact all business with Collector, during regular and posted office hours, which shall be not less than 9 a.m. to 5 p.m., Monday through Friday, except holidays. The office located within the District shall accept and administer all requests for service initiations, terminations, and modifications, including standard services, special services and complaints.

5.2. Customer Complaints. Collector shall provide District with copies of written or telephonic customer complaints, resolutions to such complaints, and all files maintained by Collector regarding customer relations issues upon request. Collector shall ensure that prompt and courteous attention is given to, and prompt and reasonable resolutions are reached of all customer complaints, including complying with the timelines set forth in Exhibit D. Collector shall record each complaint in its records, noting the name and address of the complainant, the date, time and nature of each complaint, and the nature and date of the resolution of the complaint. Collector shall maintain all records, documents, and files regarding customer complaints and the resolutions to those complaints for a period of three years.

5.3. Ombudsman. Collector shall designate and maintain an ombudsman for the duration of this Franchise, notifying District of any changes in the position. District may submit any unresolved customer complaints or disputes to the ombudsman, with the exception of disputes regarding payment of account charges by customers. If the ombudsman does not resolve the dispute or complaint within seven days, or does not resolve it to District's reasonable satisfaction, District may make a final and binding determination of the resolution. Submission of a dispute to the ombudsman by District shall not be a condition precedent to District enforcing its rights under this Franchise or availing itself of any remedies that may be available to it.

5.4. Transfer Station. Collector shall be required to utilize an approved transfer station within the District. The transfer station shall provide for the temporary collection and compaction of Solid Waste in order for Collector to provide an economical method of transportation of Solid Waste to a landfill for disposal. For purposes of this Franchise, an approved transfer station is one holding a valid permit for the transfer of Solid Waste in accordance with all applicable laws and regulations of the United States, the State of Nevada, the Nevada Environmental Commission, and the Washoe District Board of Health. The transfer station shall be open to the public, with rates for public dumping conspicuously posted, along with the hours of operation and the method of determining how rates will apply to the amount of material delivered for dumping. The hours of operation shall be Monday through Friday, 8:00 a.m. to 4:30 p.m., and Saturday and Sunday from 8:00 a.m. to 4:00 p.m., or as mutually agreed between Collector and District. In addition, the transfer station shall have a recycling drop-off open to the public. The cost of operation of the recycling drop-off shall be included as a part of the recycling program. It shall be the sole responsibility of Collector to provide for a transfer station meeting the requirements of this Franchise. Collector may comply with this requirement by operating its own transfer station or by entering into an agreement with the operator of a transfer station, which meets the requirements of this Franchise.

5.5. Signage. The Collector shall maintain appropriate signage at the transfer station and upon all vehicles used in the provision of services under this Franchise clearly indicating that the transfer station and vehicles are operated by Collector.

5.6. Snapshot Program. Collector shall maintain and actively pursue public information programs, including, but not limited to, the Snapshot Program, to encourage Customer compliance with federal, State, and local laws and ordinances. Collector shall support District's public information programs to promote public adherence to Collector's and District's policies. At a minimum, the Snapshot Program shall allow District to request a photograph of the pre- and post-collection of any Customer's or any group of Customers' Containers. This photography shall be transmitted to District along with Customer identification, time and date information, Collector employee, and property location. District shall provide Collector at least twenty-four (24) hours' notice of any photography request, provided that District may institute standing, operational requests, such as a request for photographs of all Containers that are not properly protected from wildlife.

5.7. General Public Outreach. The Collector shall develop and maintain a website specific to the District to inform Customers and the general public of the Services, allow Customers to make payments and provide updates as necessary. Collector shall further include quarterly bill inserts as necessary to keep Customers informed. District shall have the right to review and approve any outreach. In addition, Collector shall include information related to District programs as requested by District, provided that the information materials conform to the Collector's size and weight requirements for inclusion in the quarterly billing mailings.

5.8. Recyclables Outreach. Without limiting Collector's obligations under Section 5.7, Collector shall develop and implement a public outreach program on and for the year after the Effective Date to inform Customers of Recyclable Service, including the type and specifics of Service, materials that qualify as Recyclables, and other Service information as requested by District.

6. SUBCONTRACTORS. With the exception of subcontracting Solid Waste collection in the Crystal Bay area to Tahoe Truckee Disposal Co., Inc., a California corporation, Collector shall not use

or hire any subcontractors, and shall provide all Services required under this Franchise with Collector's own personnel and equipment. If the Collector uses any subcontractors for performance of any Services in the Crystal Bay area, such subcontractors shall be licensed, qualified to provide such services, and hold all necessary permits required by the State of Nevada and Washoe County. Services of subcontractors shall be seamless with respect to the District; all customer service functions shall be consolidated in the Collector's local business office, all financial and billing documentation shall be integrated in the documentation required of the Collector, including but not limited to total revenue and total expenses incurred by the subcontractor. Collector shall consolidate all billing of subcontractors. All correspondence from the District shall be with the Collector. The District shall make no payments to, or receive any billing revenue from any subcontractor.

7. REVIEW OF PERFORMANCE AND QUALITY OF SERVICE.

7.1. Performance Review. From time to time, at its sole discretion, the District may examine Collector's operation in order to evaluate whether or not the Collector is operating at a satisfactory level of efficiency and customer satisfaction according to best practices for Solid Waste and Recyclable collection and disposal in Nevada, and in compliance with the terms of this Franchise. Collector agrees to cooperate in any such examination, and shall permit District's representatives to inspect, at Collector's principal place of business, such information pertaining to Collector's obligations hereunder as District may require, including but not limited to, such things as Customer inquiry records, collection routes, and equipment records.

7.2. Public Hearing. At District's sole option, District may at any time, and from time to time, hold a public hearing at which the Collector shall be present and shall participate, to review the Collector's performance and quality of service. Reports regarding Customer complaints may be utilized as one basis for review, in addition to any other basis or reason for which the District may wish to undertake such a review. In addition, any Customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered. Notwithstanding the foregoing, the District may address deficiencies in the Collector's performance, and/or breaches of this Franchise, without holding a public hearing.

7.3. Report on Performance. Subsequent to the public hearing, the District may issue a report with respect to the adequacy of the Collector's performance, quality of service, and compliance with this Franchise. If any non-compliance with this Franchise is found, District may direct Collector to correct the inadequacies, and may employ such other remedies as are set forth herein and/or available under applicable law.

7.4. Commercial and Residential Customer Surveys; Billing Information. Within fourteen (14) days after Collector initiates Service to a Customer or receives notification of change in ownership to a new Customer, Collector shall send or deliver to its Customers information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of solid waste to be collected, service level and inquiry/complaint procedures, including the name, address, and local telephone number of Collector. The form and content shall be subject to the review of the District.

7.5. Audit. The District may request and/or perform, either using its own personnel or a consultant or contractor, an independent audit of the Collector's operation, billings, and collections, provided, however, that the District shall not conduct audits more frequently than once every year. The cost of such an audit shall be an Allowable Expense, unless the audit

reveals an underpayment by the Collector of the amounts owed to the District hereunder of three percent (3%) or more, in which case the cost to the Collector of participating in the audit shall not be an Allowable Expense, and the Collector shall reimburse the District for the District's costs of conducting the audit. To the extent such an audit reveals an underpayment of the District by the Collector, the Collector shall immediately tender to the District payment in full of the underpaid amounts, together with interest at the annual rate of ten percent (10%). If the audit reveals any overpayment by Collector, Collector shall deduct such overpayment from the next quarterly remittance(s) of Franchise Fees until repaid.

8. COMPLIANCE WITH APPLICABLE LAW. In providing the Services, Collector shall comply with all ordinances, rules, and regulations heretofore or hereafter adopted by the District in the exercise of its powers and in accordance with the federal, State and local laws and regulations relating to or applicable to the Services.

9. TITLE TO SOLID WASTE AND RECYCLABLES. Except for Excluded Waste, title to and ownership of all Solid Waste collected hereunder shall transfer to Collector upon collection from Customers. If Collector inadvertently collects any Excluded Solid Waste within a Container, it shall ensure that such waste is disposed of in compliance with applicable law. Collector shall be entitled to recover all costs incurred in the handling and disposal of Excluded Waste from the generator if the source of the Excluded Waste can be determined. Title to and ownership of all Recyclables that are deposited into a Container shall transfer to Collector upon placement of the Container at curbside for collection or at such other appropriate site designated for collection. Notwithstanding any criminal sanction that may apply, Collector shall have the rights granted pursuant to NRS 444.585(3) to enforce its property rights to Recyclables under this Franchise in a civil action commenced for that purpose.

10. AUTHORIZED RATES. The District expressly reserves the right to set and regulate the rates for the Services to be rendered hereunder by the Collector such that the rates are reasonable and in the public's interest. Collector shall provide the Services under this Franchise for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as Exhibit B, as the same may be adjusted in accordance with this Section and Section 11 below. District may require changes in the Services or the addition of new services and Collector shall comply with such changes, provided that if such changes result in increases in cost to Collector, Collector shall have the right to receive a special rate adjustment pursuant to Section 11.2 below.

11. REVISIONS TO AUTHORIZED RATES.

11.1. Annual Rate Adjustment. The rates set forth in Exhibit B shall be adjusted on July 1, 2017 and annually thereafter, by a percentage equal to the annual percent change in the Consumer Price Index ("CPI"), December to December, for All Urban Consumers, U.S. City Average-Garbage and Trash (1983=100) (CUUR0000SEHG02), as published by the Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). Any rate adjustments pursuant to this Section 11.1 shall be subject to the following qualifications:

(a) Beginning with the rate adjustment scheduled for July 1, 2020, Collector shall not be entitled to the annual CPI rate adjustment if Collector's rolling annual average Return on Revenue for the prior three calendar years exceeds nine percent (9%).

(b) Beginning with the rate adjustment scheduled for July 1, 2020, if the Collector's Return on Revenue for the prior calendar year exceeds fifteen percent (15%), the Collector shall not be entitled to the annual CPI rate adjustment for that year.

(c) Regardless of the actual change in the CPI, the annual CPI rate increase in any year shall not be greater than six percent (6%) nor less than zero percent (0%), unless Collector is not entitled to an annual rate adjustment pursuant to subsection (a) or (b) above.

(d) On or before April 1st of each year, Collector shall notify the District of the rate adjustment allowed under this Section 11.1, and shall provide all reasonable supporting documentation (*e.g.*, statement of operations, CPI calculations, etc.). Submittal of the request and supporting documentation is necessary to accommodate the District's review of the adjustment and the District's adoption of its annual budget on or about the third Thursday of May.

11.2. Other Rate Adjustments. In addition to the annual rate adjustment in Section 11.1 above, the rates set forth in Exhibit B shall be adjusted at any time during the Term of the Franchise for the following reasons:

(a) If the District requires changes in the Services or the addition of new services that result in increases in cost to Collector; or

(b) If the District increase the Franchise Fee or imposes any other fee during this Franchise.

Rate Review. Notwithstanding the rates established in Exhibit B or the annual adjustments under Section 11.1 above, the Parties agree that the Return on Revenue is nine percent (9%) for the Services provided under this Franchise. In establishing rates, the District and Collector agree:

(c) The District may, from time to time, revise the Rate Schedule, Exhibit B. The District or the Collector may request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated. In the event the Collector requests a rate revision, the District shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than one hundred twenty (120) days from the date the request was made, or the date the Collector provided the District with all documentation necessary to substantiate the Collector's request for a rate revision, whichever is later.

(d) In determining reasonable rates, the District shall consider all relevant factors, and the Parties shall work in good faith to develop and adjust rates, as necessary, to allow Collector to earn the Return on Revenue. The District agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Collector. Rates shall be adequate to provide a Return on Revenue equal to nine percent (9%); however, the District shall not be required to adjust rates if the Return on Revenue in the projected year is expected to exceed nine percent (9%). The Parties agree that the 9% Return on Revenue is considered sufficient to reflect the level

of business risk assumed by the Collector, to allow investment in equipment, and to ensure quality collection Service under normal operating conditions. The Collector shall ensure that any transactions or agreements entered into between itself and any parent company, subsidiary, sister company, or any other entity partially or entirely under common ownership with the Collector are commercially reasonable.

12. FRANCHISE FEE.

12.1. From the Effective Date, Collector shall pay to the District in quarterly installments, a franchise fee ("Franchise Fee") in an amount equal to ten percent (10%) of Gross Receipts generated from Customers for the Services rendered hereunder. Notwithstanding anything herein to the contrary, it is understood and agreed that Gross Receipts for purposes of calculating the Franchise Fee hereunder shall not include any revenue received by Collector from the sale or other disposition of Recyclables collected hereunder.

12.2. Collector shall submit payment of the Franchise Fee to the District, along with supporting documentation confirming the Collector's Gross Receipts, quarterly on or before the 20th day of the month following the end of the preceding calendar quarter. By way of example, the Franchise Fee for Quarter 1 shall be due on April 20th.

13. RECORD KEEPING. During the term of this Franchise, Collector shall keep full, true, and correct books, records, and accounts, establishing the identity and number of Customers served by it, and the amount of its monthly Gross Receipts, which said books, records, and accounts shall at all times be open to inspection at the Collector's local office by the duly authorized representatives of the District during regular business hours. Further, Collector shall furnish to the District monthly a statement of all Gross Receipts actually received from Customers for the Services provided herein. Collector shall provide an annual statement of operations to the District by April 20th of each year.

14. BILLING PROCEDURES. Collector shall be entitled to adopt and enforce the following billing procedures:

14.1. Collector shall bill Residential Customers quarterly in advance. Such charges are due and payable on the first day of each billing period. The bill or charges for service shall be delinquent if not fully paid on the last day of each quarterly period. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month. Customers' payments shall be applied to their oldest balances due including penalties first.

14.2. Commercial Customers (except Drop Box Customers) shall be billed in advance on a monthly basis. The Collector shall bill for Drop Box Service in arrears on a monthly basis. The bill or charge for Service is due and payable on the first day of each billing period and shall be delinquent if not fully paid within thirty (30) days of the date of the invoice.

14.3. Collector shall be entitled to charge a late fee of one and one-half percent (1.5%) per month or \$3.00 per month, whichever is more, until paid, on all Commercial Customer account balances that are not paid within thirty (30) days of the date of invoice for Commercial and Drop Box Customers.

14.4. To the extent provided for in NRS 444.520, all unpaid charges for Services shall constitute a debt and obligation of the owner of the real property where the Service was provided, as shown on the records of the Washoe County Assessor's Office. Any owner of real property, as shown on the Washoe County Assessor's records, where Services are provided may

request that Collector send all invoices to tenants or temporary occupants of premises, but to the extent authorized by applicable law such designation shall not relieve the owner of the real property from the primary obligation to pay the debt and obligation for Services provided to the premises.

14.5. If a Residential Customer's account remains unpaid for more than one hundred twenty (120) days after the date of the invoice, Collector may submit the unpaid charges to the District and the District shall pay such unpaid charges to Collector.

15. SUSPENSION OR TERMINATION OF SERVICE. Collector shall not suspend or terminate Service to one or more Customers unless:

15.1. The street or road access is blocked and there is no alternate route, provided that the Collector shall make at least one further attempt to provide service prior to the end of the service day if a reasonable amount of time has elapsed for the blockage to be cleared, and provided that the Collector notifies the District of the suspension of service;

15.2. Adverse weather condition render providing Service unduly hazardous to residents and persons providing Service;

15.3. Suspension or termination of Service is caused by Uncontrollable Circumstances, as defined in Section 21 below; or

15.4. A Commercial or Drop Box Customer has an unpaid account balance for a period of sixty (60) days or more and Collector has notified the Customer in writing of the Collector's intention to terminate or suspend Service, postmarked not less than seven (7) days prior to the date of intended termination or suspension of Service. In the event that Collector suspends or terminates Service to any Customer for nonpayment, Collector shall also notify District, in writing, of the date of termination or suspension and the reason therefor. Minimum service charges will continue throughout the duration of the period of suspension.

16. INDEMNIFICATION. Collector, its assigns or successors, shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Franchise, Collector's performance of work hereunder (including without limitation the delivery of Solid Waste to a landfill), the transportation and/or disposal of Solid Waste collected pursuant to this Franchise, or Collector's failure to comply with any of its obligations contained in the Franchise, or arising out of the granting of this Franchise, except to the extent such loss or damage which was caused by the sole negligence or willful misconduct of the District. Further, Collector shall protect, defend, indemnify, and hold harmless the District, its officers, officials, employees, and agents from and against any and all claims for actual damage, natural resources damages, remediation and removal costs, and losses of every kind and description, arising out of or resulting from any cleanup, removal, remedial, or other plan, concerning the release of any hazardous substance or hazardous waste, as hazardous substance and hazardous waste shall be defined by state and federal laws, as amended from time to time, including without limitation: (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq; and (ii) the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. § 6901 et seq. This indemnity shall not apply with respect to any Excluded Solid Waste generated by the District and delivered by District to Collector. The foregoing indemnity is for the exclusive benefit of the District and Parties indemnified, and in no event shall such indemnity inure to the benefit of any third party. The

Collector's duties under this Section 16 shall survive the expiration or earlier termination of this Franchise.

17. INSURANCE.

17.1. Collector shall maintain throughout the term of this Franchise the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater, provided that the District may increase the required policy limits not more frequently than once every five years, by a percentage not to exceed that of the cumulative rate increases granted to the Collector since the commencement of this Franchise or the most recent increase in the policy limits.

17.2. Collector shall, throughout the term of this Franchise, maintain in full force and effect Commercial General (and Auto) Liability Insurance on an occurrence basis at least as broad as ISO forms CG 001 and CA 0002 (Ed 1/87)(any auto). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

17.3. Limits of liability shall be at least \$3,000,000 per injury and \$5,000,000 CSL (combined single limit) per occurrence. If an aggregate limit is used, the limit is either applied separately to this project, or shall be twice the required occurrence limit.

17.4. Workers' compensation coverage to statutory limits and employers' liability of at least \$3,000,000. Before commencing any work under this Franchise, Collector shall comply with the requirements of NRS 616.280.

17.5. Any deductibles or self-insured retention must be approved by the District.

17.6. The District, its officers, officials, employees, agents, and volunteers are to be covered as insured and shall be added by endorsement to the list of additional insured to all insurance policies. The Collector's coverage shall be primary as respects the District, the District's insurance (if any) shall be noncontributing, and all of Collector's policies of insurance shall be endorsed to this effect. Failure to comply with reporting or other provisions of the policy shall not affect coverage provided to the District. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurer's liability, and shall be endorsed to state that coverage will not be voided, suspended, cancelled, or reduced except after thirty (30) days prior written notice, certified mail, return receipt requested has been given to the District.

17.7. Upon request, Collector shall provide to the District certificates evidencing such insurance.

17.8. Collector's policies required hereunder shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Franchise.

18. SURETY. Collector shall forthwith furnish to the District a bond running to the District in the penal sum of \$50,000 on the condition that Collector shall well and truly observe, fulfill, and perform each and every term and condition of this Franchise, which said bond shall provide that in the event of any material breach of condition hereof, unless Collector cures such breach within thirty (30) of written notice from the District, the whole amount of the penal sum herein shall be taken, and recoverable from the principal and surety on said bond. Said bond shall be approved by legal counsel for the District and filed with the Clerk for the District. Such recovery shall not prohibit the District

from seeking actual damages due to default or breach of this Franchise. Notwithstanding the foregoing, the District may require the Collector to increase the amount of the bond not more frequently than once every five years, by a percentage not to exceed that of the cumulative rate increases granted to the Collector since the commencement of this Franchise or the most recent increase in the policy limits. To the extent that the bond is called upon or exhausted, the Collector shall replace or restore the bond.

19. TERMINATION FOR CAUSE.

19.1. Except for the occurrence or existence of Uncontrollable Circumstances (Section 21), in the event of any material failure or refusal of Collector to comply with any obligation or duty under this Franchise, the District and Collector shall meet and confer in good faith in an effort to agree on a resolution of the breach.

19.2. If the Parties are unable to agree on an informal resolution of the breach, and Collector has violated a material provision of this Franchise, the District may provide Collector with written notice of the default, stating the specific reasons for default and the provisions of the Franchise that have been violated. Collector shall then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe and proceed diligently thereafter toward curing the default, provided that if Collector's failure to maintain the policies of insurance required herein results in a lapse of coverage, District may immediately terminate this Franchise with written notice to Collector.

19.3. If Collector fails to cure the default within the stated period, fails to commence to cure such default in a manner reasonably satisfactory to remedy the breach, or fails to proceed diligently toward a cure once commencing to cure, then the District may at its option issue a written notice of termination of the Franchise. This Franchise shall terminate thirty (30) days after receipt by Collector of the notice of termination.

20. DISPUTE RESOLUTION. Except as provided for in Section 21 any dispute, controversy, difference, claim, or demand of any kind, under any theory, whether at law or equity, arising out of, with respect to, or relating to, the execution, breach, interpretation, performance, termination, enforcement, or nonperformance, of this Franchise, including without limitation, the validity, scope, and enforceability of this Franchise or any term or provision thereof, whether express or implied, or relating thereto (the "Dispute"), shall be resolved as follows:

20.1. Negotiation. The Parties will attempt in good faith to resolve the Dispute through negotiation. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a statement of its position on and recommended solution to the dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party will meet at a mutually agreeable time and place within ten (10) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

20.2. Available Remedies. In the event that the Dispute is not resolved through negotiation as provided above, the Parties shall have such rights and remedies as may be available in law and/or in equity.

21. UNCONTROLLABLE CIRCUMSTANCES. If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic

eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, third party labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Uncontrollable Circumstances"), then the affected Party shall be excused from performance hereunder during the period and to the extent of such disability. The Party claiming Uncontrollable Circumstances shall promptly notify the other Party when it learns of the existence of an Uncontrollable Circumstances condition and when the Uncontrollable Circumstances condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term "Uncontrollable Circumstances" does not include and a Party shall not be excused from performance under this Franchise for events relating to its or its subcontractor's employees or increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services or labor disputes with its employees hereunder.

22. ASSIGNMENT OF FRANCHISE. Collector shall not assign this Franchise without the prior written consent of District, which shall not be unreasonably withheld, provided however that Collector may assign this Franchise to any subsidiary or, parent company without the District's consent. Collector shall file with the District written notice of any contemplated assignment of this Franchise or any part thereof, or of any other rights or privileges granted hereby, thirty (30) days before such assignment is to become effective. Collector or its assignee shall compensate District for its staff and legal costs incurred in evaluating the fitness of the proposed assignee. Collector or assignee shall pay such costs prior to the final approval of the assignment. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23. ADDITIONAL FEES; CONDITIONS. So long as the Franchise Fee is paid by the Collector (or its successors or assigns), no other general business license fee shall be imposed by the District on Collector's Services during the term of this Franchise; provided, however, such substitution of a Franchise Fee for other general business license fees shall not eliminate or otherwise modify Collector's obligation to pay fees or taxes that are not applicable to the Services, such as building permit fees, ad valorem taxes on real or personal property in the District, or other fees or taxes of like nature. In addition, District may impose or increase the Franchise Fee or any other fee during this Franchise provided that Collector may be entitled to a rate adjustment under Section 11.

24. NOTICE. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to
COLLECTOR: Reno Disposal Co.
100 Vassar Street
Reno, NV 89520
Attention: District Manager

If to
DISTRICT: Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attention: General Manager

From time-to-time, either Party may designate another person or address for receipt of notice hereunder. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the US mail.

25. LEGAL FEES. In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Franchise, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

26. RELATIONSHIP OF THE PARTIES. The execution of this Franchise shall not create any agency, partnership, joint venture, association or any other relationship between the Parties other than as independent contracting parties. Neither Party shall act as an agent for the other Party. Nor shall have the authority to bind or make commitments on behalf of the other Party. This Franchise has been entered into solely for the benefit of the Parties hereto and does not create any interest in any third party.

27. ENTIRE AGREEMENT; AMENDMENT. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Franchise may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

28. ADVICE OF COUNSEL. This Franchise was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Franchise be construed against either of the Parties because of the identity of the drafter.

29. HEADINGS. The Headings used in this Franchise are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Franchise nor the intent of any provision thereof.

30. CONSTRUCTION. In case any one or more of the provisions contained in this Franchise shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Franchise and this Franchise shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

31. SURVIVAL OF CLAIMS. Termination of this Franchise shall not relieve either Party of any claims against it that arise under this Franchise before the Franchise is terminated.

32. GOVERNING LAW; VENUE. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Nevada. Any action to interpret or enforce this Franchise shall be brought and maintained exclusively in the courts of and for Washoe County.

33. NEW AGREEMENT. Upon the Effective Date, this Franchise supersedes and replaces in its entirety the First Amended Franchise, which is hereby deemed null and void.

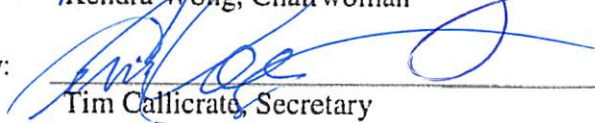
* * *

IN WITNESS WHEREOF, the Parties enter into this Franchise. Each person signing this Franchise represents and warrants that he or she has been duly authorized to enter into this Franchise by the Party on whose behalf it is indicated that the person is signing.

DISTRICT:

Agreed to:

By: 
Kendra Wong, Chairwoman


By: 
Tim Callicrate, Secretary

COLLECTOR

Agreed to:

By: 
Barry Skolnick
President

The undersigned as read, reviewed, and approved this document

By: 
Steven J. Pinkerton, General Manager

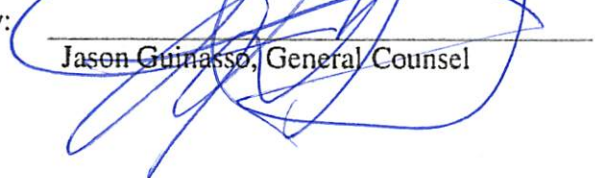
By: 
Jason Guinasso, General Counsel

Exhibit A
Scope of Services

1. Residential Service.

1.1. Solid Waste Collection.

(a) Schedule. Solid Waste collection service is mandatory for all Residential Customers within the District. Collector shall collect Solid Waste from all Residential Customers at least once per week, unless the District determines that a Customer requires more frequent collection or larger service in order to prevent unlawful accumulations of Solid Waste as defined by District Ordinance No. 1, or as determined by the District.

(b) Containers. Collector shall provide each Residential Customer with one (1) Cart for receiving and holding all Solid Waste generated by the Customer until the time for collection and removal by Collector. Unless Customer requests a different size Container identified on Exhibit B, Collector shall provide the Customer with a 64-gallon Cart. Notwithstanding the above, the Collector is not required to provide a Cart to Residential Customers who store and properly secure their own Container in a Bear Shed, provided however that such Customer-supplied Container shall not exceed 35 gallons in size or 50 pounds in weight. In addition, if requested by the Customer or as directed by the District, Collector shall provide Customers with an Enhanced Wildlife Resistant Cart or Bin. Customers who currently own an Enhanced Wildlife Resistant Cart can continue to use their own cart and will pay a rate for service as provided in Exhibit B. Customers are responsible for the proper use of their containers. Any damage caused to the container beyond normal wear and tear is the responsibility of the customer. In the event the container needs to be replaced due to customer damage, rates as provided in Exhibit B will be charged to replace the container. Examples of such damage could be burning of the container, damage caused by impact with a car or other piece of equipment, etc.

(c) Except for Residential Customers using Bear Sheds, all Residential Customers shall place their Solid Waste Containers curbside by 7:00 am on the scheduled collection day. Residential Customers using Bear Sheds shall locate their Bear Sheds within 20 feet of the public road. All Containers and Bear Sheds must be accessible to Collector.

(d) Service Level Change. After the initial delivery of the Residential Solid Waste Cart, Customer may change their Container size or type once free of charge provided it is completed by April 1, 2017. No changes will be allowed until after January 1, 2017. Any additional service level changes will be charged at a rate provided in Exhibit B. Customers wishing to add additional containers to address their solid waste or recycling needs may do so at any time.

1.2. Recyclables Collection.

(a) Schedule. Recyclables collection service is mandatory for all Residential Customers within the District. Collector shall collect Recyclables every week on the same weekday as Solid Waste collection service.

(b) Containers. Collector shall provide each Residential Customer with one (1) Cart for receiving and holding all Recyclables generated by the Customer until the time for collection and removal by Collector. Unless Customer requests a different size Container identified on Exhibit B, Collector shall provide the Customer with a 64-gallon Cart. Notwithstanding the above, a Residential Customer with a Bear Shed may elect to provide their own Recyclable container, provided that it shall not exceed 35 gallons in size or 50 pounds in weight and shall be of blue color or labeled with collector approved recycling sticker. If the recycling container is not going to be stored in the Bear Shed, the customer will be required to use a recycling cart provided by the Collector. All customers can elect to return the Recyclables Cart to Collector and not participate in the recycling program.

(c) Customer Placement of Containers. All Residential Customers shall place their Recyclables in the same manner as their Solid Waste containers.

(d) Recyclables. Collector provided containers designated for Curbside Recyclables shall be used only for storage, placement and collection of Recyclables, and no other materials of any kind may be placed in such containers. District and Collector may agree in writing to change the list of Recyclables. Collector may refuse to collect materials placed in the Recyclables container which do not conform to the specifications set forth in Exhibit C and may charge recycling contamination fees, as provided in Exhibit B for containers that contain more than 10% non-Recyclables. No such charge shall be imposed until the third instance after customer has been notified by the placement of a tag (Exhibit D) on their recycling container that they are improperly using the recycling container. After five (5) offenses of improper use of the recycling container, the container may be removed by Collector.

1.3. Miscellaneous Services.

(a) Transfer Station Drop-off In Lieu of Service. As a courtesy, District Residential Customers (with appropriate ID/license/utility bill) may drop off their weekly equivalent curbside allocation of Residential Solid Waste and Recyclables at no cost. If this option is chosen, the Residential Customer shall not receive regular collection service on their next scheduled service day. If additional Solid Waste or Recyclables are placed curbside after using this option, Collector shall collect the Solid Waste but may assess charges in accordance with Exhibit B.

(b) Transfer Station Access. Collector shall provide or make available to all Residential Customers four (4) Transfer Station trips annually allowing for drop-off at the Transfer Station, at no charge, of one load of Solid Waste not exceeding three cubic yards in quantity, Customers must show their proof of residency (i.e., current utility bill with a Crystal Bay or Incline Village address and their driver's license) and their account must be in good standing. Identification must match the customer address that the customer is requesting this benefit for. Landlord/tenant relationships may provide written authorization for the party to use the Transfer Station Access available to the

service address. (Collector has a form) Collector will record all customer access within the customer account on the Collector's billing system

1.4. Yard Debris Collection. Collector shall annually mail, via first class USPS, Customers with stickers to place on plastic bags containing Yard Debris that will be collected on the Customer's collection day during a sixteen (16)-week period schedule as agreeable to the parties. Additional bags left out by Customer that do not contain a sticker will be charged at the rate as provided in Exhibit B. Each Customer in the District will have 96 stickers mailed to them annually and be included as part of the base service. Stickers will be mailed to the billing address on file with the customer's account. Each sticker may be placed on one heavy-duty bag of any color (except blue), not exceeding 40 pounds in weight, and tied or knotted to prevent spillage of the bag's contents. Collector shall recycle, compost, reuse or otherwise ensure that Yard Debris is not disposed of in any landfill. In the event that no recycling or composting operation is available within 60 miles of the District, Collector and District shall meet and confer about options for Yard Waste. Such options may include discontinuing Yard Debris recycling or composting or providing Collector a rate adjustment to ensure that Yard Debris recycling and composting remains economically viable. If an agreement cannot be reached between the Parties and subject to Collector's right to receive a rate adjustment under Section 11.2, District shall direct Collector regarding the treatment of Yard Debris.

1.5. Christmas Tree Recycling. Collector will offer one week of curbside Christmas tree pick-up to each Residential Customer annually and drop off at a District-designated location in the Franchise Area.

1.6. Home-Generated Sharps Waste Collection. The Collector shall arrange for and manage a household sharps disposal program through a mail-in process in which Residential Customers are able to conveniently participate, by picking up household sharps containers at the Waste Management office in Incline Village. Charges for this service are included in the base rate and are available to all Residential Customers. Collector's compensation, including adjustments thereof, shall be included in the Solid Waste collection Rates. The sharps program shall fully comply with the applicable privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA).

1.7. Roll-Out Collection Side Yard Service. Collector shall provide free side yard service collection to qualified disabled Customers. Side yard service shall be provided to disabled or frail customers, free of charge that (1) are physically unable to move Carts as verified by a doctor's note or letter, and (2) annually sign a sworn statement that they live in a residence with no other residents capable of moving Carts. Other Customers desiring side yard service may be charged the fees for doing so as set forth in Exhibit B.

2. Multi-Family Residential Service.

3. Multi-Family Residential Customers may elect to have Residential Service or Commercial Service. Such election shall be made by the owner of the premises.

4. Commercial Service.

4.1. Solid Waste Collection.

(a) Schedule. Solid Waste collection service is mandatory for all Commercial Customers within the District. Collector shall collect Solid Waste from Commercial

Customers as frequently as requested by the Customer, but at least once per week, unless the District determines that a Customer requires more frequent collection service in order to prevent unlawful accumulations of Solid Waste as defined by District Ordinance No. 1, or as determined by the District.

(b) Containers. Collector shall provide each Commercial Customer with a Bin or Enhanced Wildlife Resistant Cart of types, sizes, and quantities of Containers requested by the Customer. However, if directed by the District or requested by the Customer, Collector shall supply Commercial Customers with the type, size or quantity of Enhanced Wildlife Resistant Bin directed by District.

(c) Customer Placement of Containers. Containers must be placed in such a manner as to provide unrestricted access by Collector's equipment.

(d) Recyclables Collection. Collector shall also make available a recycling program for all its Commercial Customers, in accordance with District policies and substantially identical to the recycling program for Residential Customers. Default Commercial Container service includes 1-96 gallon Recyclables Cart. Additional Carts or Bins will be charged at rates provided in Exhibit B.

4.2. Container Cleaning. If requested by a Commercial Customer, Collector shall provide Container cleaning services at no charge to each Commercial Customer annually. For more frequent Container cleaning service requested by Customers, Collector may assess a charge in accordance with Exhibit B. Collector shall keep all Containers uniformly painted and in good repair, at no additional charge to Commercial Customers.

5. Temporary Roll-Off Collection Service. Collector will provide temporary roll off service based on Customer request and charge rates as provided on Exhibit B. Collector will only place roll off Containers in locations that are accessible by Collector equipment and do not violate District regulations. The Customer shall be solely responsible for providing a suitable location for placement that meets District requirements.

6. Compactor Service. Collector will provide Compactor service based on Customer request and charge rates as provided on Exhibit B. Placement of Compactors is based on the service needs of the Collector and needs to be adequate so that Collector can safely service compactor. Collector is not liable for any damage to Customer locations where enclosures and approach areas are not designed to Collector's specifications, provided that Collector shall notify in writing any Customer whose enclosures and/or approach areas are not designed to Collector's specifications, and shall provide to such Customer a copy of Collector's specifications and a detailed explanation of how the Customer's areas are out of compliance. Collector shall copy District on all such letters.



Exhibit "B"
Incline Sanitation
Schedule of Rates
1-Oct-16
 (Does not apply to C&D service)

Residential Weekly Services	New Monthly Rate Effective 10/01/2016
Bear Shed Rates	
Bear Shed Rate - with 64 gallon recycle cart	\$21.14
Base Rates	
64 Gallon Base Waste Cart Service (Includes same size recycling cart)	\$23.01
96 Gallon Base Waste Cart Service (Includes same size recycling cart)	\$25.43
32 Gallon Base Waste Cart Service (Includes same size recycling cart)	\$22.71
Each Additional Waste Cart (Including Service) - 64 Gal	\$10.50
Each Additional Waste Cart (Including Service) - 96 Gal	\$10.60
Wildlife Resistant Container Rates	
64 Gallon Wildlife Resistant Cart Service	\$27.97
96 Gallon Wildlife Resistant Cart Service	\$30.57
Customer owned 96 gallon Wildlife Resistant Cart Service (existing customers)	\$26.39
Customer owned 64 gallon Wildlife Resistant Cart Service (existing customers)	\$26.17
Each Additional Wildlife Resistant Cart (Including Service) - 64 Gal	\$10.85
Each Additional Wildlife Resistant Cart (Including Service) - 96 Gal	\$10.95
Residential Miscellaneous	
Each Additional Recycling Cart (Including service) - 64 Gal	\$7.50
Each Additional Recycling Cart (Including service) - 96 Gal	\$8.00
Waste or Recycling Cart Replacement (Due to Customer Damage) - 64 Gal	\$80.00
Waste or Recycling Cart Replacement (Due to Customer Damage) - 96 Gal	\$85.00
Wildlife Resistant Cart Replacement (Due to Customer Damage) - 64 Gal	\$235.00
Wildlife Resistant Cart Replacement (Due to Customer Damage) - 96 Gal	\$255.00
Extra Pick-up-same service day per container	\$9.50
Extra Pick-up-non service day	\$41.06
Yard Service (Monthly Charge in Addition to Regular Service Rate)	\$11.53
Yard Service for Qualified Disabled Customers (Included with Residential Service)	\$0.00
Yard Service (Each Time, If not Part of Regular Monthly Service)	\$4.68
16 Week Yard Waste Program with 96 Stickers (Curbside, Weekly Pick-up) included with residential service	\$0.00
Each Additional 32 Gallon Yard Waste Bag	\$2.31
Clean-up (Each Occurrence)	\$5.81
Snap Shot Fee - Overfilled Cart	\$5.00
Contaminated Recycling Cart or Green Waste Bag (Each Occurrence/Container)	\$12.50
Swap Out Fee for Change of Service	\$50.00
SHARPS by Mail (Included with Residential Service)	\$0.00
Drop-off of weekly trash allotment at Transfer Station (in lieu of curbsideService) - included in residential service	\$0.00
4 Dump Vouchers at Transfer Station (Included with Residential Service)	\$0.00

Commercial Services	New Monthly Rate Effective 10/01/2016
COMMERCIAL SERVICE - Wildlife Resistant Bulk Containers	
Dumpsters Monthly Rate *Includes 96 gallon Recycling Cart	
3 Yard - 1 x Week	\$201.07
3 Yard - 2 x Week	\$400.90
3 Yard - 3 x Week	\$600.05
3 Yard - 4 x Week	\$801.11
3 Yard - 5 x Week	\$1,000.96
3 Yard - Same Day Extra Pickup	\$46.33
4 Yard - 1 x Week	\$267.23
4 Yard - 2 x Week	\$534.52
4 Yard - 3 x Week	\$801.11
4 Yard - 4 x Week	\$1,067.09
4 Yard - 5 x Week	\$1,333.71
4 Yard - Same Day Extra Pickup	\$62.13
6 Yard - 1 x Week	\$404.57
6 Yard - 2 x Week	\$805.49
6 Yard - 3 x Week	\$1,200.86
6 Yard - 4 x Week	\$1,601.64
6 Yard - 5 x Week	\$2,005.51
6 Yard - Same Day Extra Pickup	\$93.14
COMMERCIAL SERVICE - Park Style Bulk Containers	
Dumpsters Monthly Rate *Includes 96 gallon Recycling Cart	
3 Yard - 1 x Week	\$217.11
3 Yard - 2 x Week	\$416.94
3 Yard - 3 x Week	\$616.09
3 Yard - 4 x Week	\$817.15
3 Yard - 5 x Week	\$1,017.00
3 Yard - Same Day Extra Pickup	\$46.33
4 Yard - 1 x Week	\$284.94
4 Yard - 2 x Week	\$552.23
4 Yard - 3 x Week	\$818.82
4 Yard - 4 x Week	\$1,084.80
4 Yard - 5 x Week	\$1,351.42
4 Yard - Same Day Extra Pickup	\$62.13
6 Yard - 1 x Week	\$427.57
6 Yard - 2 x Week	\$828.49
6 Yard - 3 x Week	\$1,223.86
6 Yard - 4 x Week	\$1,624.64
6 Yard - 5 x Week	\$2,028.51
6 Yard - Same Day Extra Pickup	\$93.14
3 Yard - 1 x Week - Customer Provided	\$197.57
3 Yard - 2 x Week - Customer Provided	\$379.42
3 Yard - 3 x Week - Customer Provided	\$560.64
3 Yard - 4 x Week - Customer Provided	\$743.61
3 Yard - 5 x Week - Customer Provided	\$925.47
3 Yard - Same Day Extra Pickup - Customer Provided	\$46.33

4 Yard - 1 x Week - Customer Provided	\$259.30
4 Yard - 2 x Week - Customer Provided	\$502.53
4 Yard - 3 x Week - Customer Provided	\$745.13
4 Yard - 4 x Week - Customer Provided	\$987.17
4 Yard - 5 x Week - Customer Provided	\$1,229.79
4 Yard - Same Day Extra Pickup - Customer Provided	\$62.13
6 Yard - 1 x Week - Customer Provided	\$389.09
6 Yard - 2 x Week - Customer Provided	\$753.93
6 Yard - 3 x Week - Customer Provided	\$1,113.71
6 Yard - 4 x Week - Customer Provided	\$1,478.42
6 Yard - 5 x Week - Customer Provided	\$1,845.94
6 Yard - Same Day Extra Pickup - Customer Provided	\$93.14
COMMERCIAL MISCELLANEOUS	
96 Gallon Wildlife Resistant Cart (1x Week)	\$30.57
Customer owned 96 gallon Wildlife Resistant Cart (1x Week)	\$26.39
Customer owned 64 gallon Wildlife Resistant Cart (1x Week)	\$26.17
Each Additional 96 gallon Wildlife Resistant Cart	\$10.95
4 Yd. Insta-bin includes delivery/pick-up	\$103.33
6 Yd. Insta-bin includes delivery/pick-up	\$155.00
Pull-Out Charge	\$71.37
Inaccessible Dumpster Fee	\$16.47
Snap Shot Fee - Overloaded Dumpster	\$45.18
Snap Shot Fee - Overloaded Cart	\$5.00
Swap Out Fee for Change of Service	\$65.00
1st Dumpster Lock (included with commercial service)	\$0.00
Replacement Dumpster Lock	\$15.00
Annual Dumpster Cleaning (included with commercial service)	\$0.00
Additional Dumpster Cleaning/Exchange Fee	\$85.00
Demurrage-dumpster per week	\$28.03
COMMERCIAL RECYCLING SERVICE - Cardboard and Mixed Recycling	
96 Gallon Recycling Cart (1x per week)	\$19.13
2 Yard Dumpster (existing customers only) (1x per week)	\$76.52
3 Yard Dumpster (1x per week)	\$114.78
4 Yard Dumpster (1x per week)	\$172.17
6 Yard dumpster (1x per week)	\$248.69
Recycle Extra Pickups	
Same Day Extra Pickup - 64 Gallon Recycling Cart	\$6.50
Same Day Extra Pickup - Each Additional 64 Gallon Recycling Cart	\$6.50
Same Day Extra Pickup - 96 Gallon Recycling Cart	\$5.50
Same Day Extra Pickup - Each Additional 96 Gallon Recycling Cart	\$5.50
Same Day Extra Pickup - 2 Yard Dumpster	\$35.87
Same Day Extra Pickup - 3 Yard Dumpster	\$46.33
Same Day Extra Pickup - 4 Yard Dumpster	\$62.13
Same Day Extra Pickup - 6 Yard dumpster	\$93.14

2 Yard Rates for Existing Customers (No new 2 yard service effective 7/1/12)	
2 yard - 1 x Week	\$133.59
2 yard - 2 x Week	\$267.23
2 yard - 3 x Week	\$399.02
2 yard - 4 x Week	\$532.60
2 yard - 5 x Week	\$666.21
2 yard - Same Day Extra Pickup	\$31.06

Equivalent Units:

3 yard dumpster = 7 - 96 gallon containers

4 yard dumpster = 9 - 96 gallon containers

Roll Off Services	New Monthly Rate Effective 10/01/2016
OPEN TOP DROP BOXES	
14 Yard Drop Box (Per Pick-up)	\$337.92
20 Yard Drop Box (Per Pick-up)	\$405.50
30 Yard Drop Box (Per Pick-up)	\$521.75
ROLL TOP DROP BOXES	
14 Yard Drop Box with Rolling lid (Per Pick-up) - \$30 plus open top rate	\$367.92
20 Yard Drop Box with Rolling lid (Per Pick-up) - \$30 plus open top rate	\$435.50
30 Yard Drop Box with Rolling lid (Per Pick-up) - \$30 plus open top rate	\$551.75
Delivery fee	\$54.55
Inaccessible Drop Box Fee	\$155.39
Dig-out loads	\$81.82
Fuel Surcharge - weekly DOE index	N/A
Environmental Fee	2.19%
Demurrage-drop box per week	\$77.43
COMPACTOR SERVICES	
Compacted Yardage (Per Yard)	\$29.59
25 Yards	\$780.50
28 Yards	\$869.25
30 Yards	\$928.42

Exhibit C Recyclables

For purposes of the Franchise, the following materials are defined as "Recyclables".

1. Newspaper (including inserts, coupons, and store advertisements)
2. Chipboard
3. Corrugated cardboard
4. Mixed waste paper (including office paper, computer paper, magazines, junk mail, catalogs, kraft bags and kraft paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes)
5. Glass containers (including brown, clear, and green glass bottles and jars)
6. Aluminum (including beverage containers, food containers, small scrap metal)
7. Steel or tin cans
8. Plastic containers classified under Resin Identification Code Nos. 1 through 7, inclusive.

Upon agreement of the Parties, the District may update or modify this list of Recyclables if viable markets are available for recycling and selling the material.

To qualify as Recyclables, all Recyclables must be reasonably clean and otherwise in a condition acceptable to commercial recycling facilities. Without limiting the foregoing, Recyclables mixed with more than 10% (by weight) of Solid Waste, shall be considered contaminated ("Contaminated"). Collector may impose a fee or charge for placement of Contaminated Recyclables in a Recycling Container for Collection, or may charge for and dispose of such Contaminated materials as Solid Waste, and may refuse to accept such Contaminated materials.

Recyclables specifically exclude any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Collector's property, its personnel or the public or materially impair the strength or the durability of the Collector's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances (collectively, "Excluded Materials"). Collector makes no representations as to the recyclability of the materials which are subject to this Franchise.

Commingled Recyclables may not contain more than 10% non-Recyclables and may contain no Excluded Materials. Collector may discontinue recycling services to customers who fail to abide by this requirement as provided in Section 1.2 of Exhibit A.

Exhibit D Recycling Contamination

RECYCLING CONTAMINATION NOTICE

Date: _____ Address: _____

Contamination:

- Cart full of trash.
Please unload the trash from the recycling cart to ensure we can collect your recycling on your next recycling service day.
- May be billed accordingly due to contamination in recycling cart.

Motor Oil & Hazardous Waste:

- Contaminated motor oil will not be collected.
 - Hazardous materials will not be collected.
(Motor oil, paint, anti-freeze, cleaning supplies, batteries, light bulbs, etc.)
 - Electronic waste will not be collected.
 - Cooking oil, transmission fluid or antifreeze will not be collected.
- Visit www.yourtahoeplace.com for disposal location and information.

Overflow:

- All materials must be placed inside cart and the lid should be at least half-way closed.

Please review the checked items listed below and correct prior to your next scheduled service.

- Cart was not placed curbside by 7 a.m.
- Improper location - place at the curb, clear of all parked cars, with handles facing away from the street.

Other problem(s) not listed above: _____

Driver: _____
Route #: _____

If you have questions about the items marked on this tag, please call customer service at 775-831-2971.

See reverse side for recycling information.

Recycle Often. Recycle Right.™



PLEASE RECYCLE		
 #1-7* Plastic Containers	 Glass Bottles & Jars	 Aluminum Cans/Bottles
 Metal Cans	 Paper & Junk Mail	 Cardboard (flattened)

* Except #6 Polystyrene Foam

PLEASE KEEP THE DIRTY DOZEN OUT OF YOUR RECYCLABLES.		
 Food	 Household Hazardous Waste	 Needles
 Cords / Wires	 Clothing	 Diapers
 Broken Cups & Dishes	 Plastic Bags	 Food Soiled Paper
 Electronics & Batteries	 Snack Bags & Wrappers	 Garden Hose



MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Shelia Leijon
Director of Parks & Recreation

Mike Gove
Director of Information Technology

SUBJECT: Discuss and possibly approve a year-round access management option for winter 2023/2024 and provide direction for future electronic solutions at the District's restricted access beaches

DATE: June 14, 2023

I. RECOMMENDATION

That the Board of Trustees discuss and possibly approve a year-round access management option for winter 2023/2024 and provide direction for future electronic solutions at the District's restricted access beaches.

II. STRATEGIC PLAN REFERENCE(S)

LONG RANGE PRINCIPLE #1 – SERVICE: The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Renew, expand, and enhance infrastructure to provide year- round access monitoring at the District's restricted beached.

III. BACKGROUND

The need for monitoring restricted Beach access and managing safety issues at IVGID's Beaches has increased over the past several years.

The need to provide a year-round presence at the Beach venues to uphold Ordinance 7 and protect the beach deed and has become a Board priority project.

In 2021, a seasonal Ambassador position was created to provide a consistent

presence, a better guest experience, increased safety levels and internal stewardship of the District's assets at the IVGID's Beach venues.

In 2022, a pilot program implemented by HR, Parks & Rec, Parks and Safety, adapted the seasonal Ambassador position to year-round. This position provided daily monitoring at Ski Beach, Incline Beach and Burnt Cedar Beach. The year-round Ambassador Position also assisted in securing Parks facilities in the evenings and assisted Recreation Center Staff with nighttime closing procedures.

In 2023, Board appointed Beach Liaison, Trustee Schmitz, Director of IT and Director of Parks & Recreation met to explore options for the next level of security and customer service at our deed restricted Beaches. The options explored include year-round Ambassador staffed host booths as well as unstaffed electronic access monitoring possibilities. Staff approached research of these options with the intention of monitoring pedestrian and vehicle access, taking into consideration possible exploitations.

While in discussions with Trustee Schmitz it was determined that the access project could be implemented in phases. During these discussions, Trustee Schmitz suggested using the current dedicated pedestrian gate at Burnt Cedar Beach as phase one of the electronic access project. Staff and Trustee Schmitz agreed that proposed access changes to Incline Beach align with the Incline Beach House project. Staff recommends that all proposed options be bolstered with additional Security Camera Coverage with the understanding that additional devices would require power and data connection.

Staff is requesting feedback from the Board on a near-term staffed solution for winter 2023 2024 and for input regarding the unstaffed electronic options for future implementation.

Monitored Access Options – Staffed

Current winter season Ambassador staffing covers a 26 week period extending from October 15 through April 16. The beach gates are unstaffed; however, the Ambassador on duty monitors daily activity at each beach, secures the gates at dusk and assists with Parks and Recreation Center closing procedures.

Current Staffing - 1.34 FTE (non benefitted)	\$30,391
Current Staff Mileage (12miles/day/.655)	<u>\$ 1,459</u>
Current Total	\$31,850

Below you will find three possible solutions providing monitored winter access for Recreation Pass and Punch Card holders or guests of a Recreation Pass holder

present and paying for their guest at the gate, access data collection and a possible revenue stream (unknown).

OPTION I	STATUS	TIME
Ski Beach	Closed	
Incline Beach	Open Daily	9am – 7pm
Burnt Cedar	Closed	

Proposed Booth Winterization (one time cost, Exhibit E)	\$ 4,088
Proposed Staffing, benefitted, 2.5 FTE (26 weeks)	\$ 92,883
Staff Mileage (26 weeks)	<u>\$ 1,459</u>
Proposed operations subtotal	\$ 98,430
Less Current operations total	<u>(\$31,850)</u>
Proposed increase	\$ 66,580

OPTION II	STATUS	TIME
Ski Beach	Closed	
Incline Beach	Open Daily	9am – 5pm
Burnt Cedar	Open - Friday, Saturday and Sunday	9am – 5pm

Proposed Booth Winterization (one time cost)	\$ 8,176
Proposed Staffing, benefitted 3 FTE (26 weeks)	\$111,460
Staff Mileage (26 weeks)	<u>\$ 1,459</u>
Proposed operations subtotal	\$121,095
Less Current operations total	<u>(\$31,850)</u>
Proposed increase	\$ 89,245

OPTION III	STATUS	TIME
Ski Beach	Closed	
Incline Beach	Open Daily	9am – 5pm
Burnt Cedar	Open Daily	9am – 5pm

Proposed Booth Winterization (one time cost)	\$ 8,176
Proposed Staffing, benefitted 4 FTE (26 weeks)	\$148,613
Staff Mileage (26 weeks)	<u>\$ 1,459</u>
Proposed operations subtotal	\$158,248
Less Current operations total	<u>(\$31,850)</u>
Proposed increase	\$126,398

Monitored Access Options – Unstaffed, Electronic

Unstaffed Electronic Beach Access Control (Phase 1)

The term RFID has been used several times, it should be noted for this discussion,

RFID (Radio Frequency Identification) refers to the interaction between an access media, a card in this case, and the backend system that controls that access. This works in the same way a barcode tells a cash register how much an item costs when scanned. To be clear, in order for any form of access control to work, the card or media needs to communicate to the backend of the IVGID systems for proper owner/guest verification. This requires, at minimum, a District network connection and power. Staff believes in order to properly build out such a solution, the District's winter weather conditions considered and properly planned for.

Attached in "Exhibit A" is an example of Axxes' RFID access control panel that would allow a custom built or commercially installed gate be controlled by the District's systems. Similar controllers are available for parking lots/traffic lanes that would be used to control vehicle access. The District has been provided an estimated cost of \$1,500 per panel.

Attached in "Exhibit B" is a full height turnstile gate that accomplishes unattended access control with little to no outside modification once a building or weather protective facility is constructed. The District has been provided an estimated cost of \$20,000 per stanchion.

Attached in "Exhibit C" is an example of a typical Multi-home/HOA controlled access to a pool, this form of gate control could be controlled by the Axxes control system demonstrated in "Exhibit A" allowing the District to use already in place software that has a connection to the resident database. This type of access does not have any controls in place for tailgating.

Trustee Schmitz brought up the potential to have a double gate that would deter tail-gating forms of access. Staff have done research in to the possibilities of using this but have not found any pre-built or commercially demonstrated uses of this method. Staff would need Board approval and direction to go this route as there is a potential this would exceed \$25,000 and therefore would need a formal RFP.

Attached in "Exhibit D" is an example of a vehicle access control gate that could be controlled via an Axxes controlled RFID panel similar to Exhibit "A". Staff would need Board approval and direction to go this route as there is a high potential this would exceed \$25,000 and therefore would need a formal RFP. It should be noted any discussion surrounding vehicle access control should also include consideration for the changes to the traffic lanes, parking lots, and access locations suggested in the LSC study presented at the January 11, 2023 Board of Trustees meeting (link to materials:

[/https://www.yourtahoepace.com/uploads/pdf-ivgid/E.3._-_PW_-_LSC_Beach_Access_Study1_and_Presentation_MEMO.pdf](https://www.yourtahoepace.com/uploads/pdf-ivgid/E.3._-_PW_-_LSC_Beach_Access_Study1_and_Presentation_MEMO.pdf))

Attached in "Exhibit E" is a rough drawing/image staff will be using to communicate its design goals for the Burnt Cedar Beach walk in gate with perspective contractors, which with Board agreeance will be implemented and operational before the normal beach closure on October 15th. Staff have reached out to several local fence building contractors and are awaiting responses to include final design and pricing.

Moving forward with this first phase of the project will start with the POS Software setup and testing of the back end components needed to allow the gate to authorize a resident and successfully activate the gate's latch to open.

Staff will be installing a Verkada Security camera to monitor the gate for any potential misuse or exploitation.

Staff will work with the Marketing Department and Legal counsel to design and then procure the first batch of 10,000 RFID PVC Access cards as well as 1,000 one time access cards to be sold as guest passes at the recreation center and Incline Beach Guest Access Facility during its operational hours. Staff are still in discussions about any potential distribution process that would be used to get passes out to card holders. It should be noted there will be additional RFID PVC cards needed as there is roughly 22,000 picture passes in circulation. Staff will procure these moving forward as needed.

Staff will work with the RFID access controller vendor to install and test the communication between the controller and the POS Software.

Staff will work with the Gate and Fence contractors to determine best design and potentially (if required by board policy) bring back a design for approval by the board.

IV. FINANCIAL IMPACT AND BUDGET

The proposed Staffed Monitored Access options for winter 2023 2024 require a budget augmentation as outlined in the tables above.

There is potential for guest access product sales revenue at a reduced winter rate. (product rate and revenue unknown, at this time).

The proposed Un-Staffed Electronic Access options will be funded from available budget in "CIP# 3972BD2102 Beach Access Improvements" and will fall under Staff's spending authority per Board policy 3.1.0 and as such, staff are not seeking Board authorization for this item. Should any piece or the total cost of this implementation fall outside of the rulings set forth in Board policy 3.1.0, staff will have a memorandum for authorization in front of the Board at a later date.

The below are estimated costs for Software and Hardware:

Software Costs:

OneTime:

Additional POS Software Client Licenses	\$24,000
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Recurring:

Gate and POS Software Maintenance and Support	\$4,200
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Hardware Costs:

Gate Controller and Mounts:	\$11,800
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Security Camera to Monitor the Gate:	\$3,500
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Access Media (Cards):

10,000 PVC RFID Cards:	\$19,000
------------------------	----------

1,000 One time use RFID Cards	\$ 1,000
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Color Ink Ribbon (Required for Picture Printing)	\$ 1,000
--	----------

Fence/Gate modifications per "Exhibit E":

Awaiting Responses

In addition to the above costs associated with this implementation, significant staff time will be required including the installation of the Gate Control Hardware, Software Setup, Access Media Design and Procurement, and Pass Printing and Distribution. Staff will also consider and implement any desired communication and signage to advise residents of these operational changes.

V. ALTERNATIVE

Continue with current year-round minimal staffing levels

VI. BUSINESS IMPACT

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

Exhibit A



Axess MODULE CHASSIS



The **Axess SMART SCANNER 600** can also be supplied with the **Axess MODULE CHASSIS**. The robust housing can easily be mounted or integrated on most entry barriers. This can be your easy way to retrofit an existing system or even to integrate the scanner into an external system from third parties.

The high-performing module **Axess SMART SCANNER 600** scans and validates 1D and 2D barcode tickets as well as QR-codes on printed vouchers and e-tickets as on smartphones. A further option is RFID-ticket reading.

Features	
> Robust housing, easy to install	> 2D barcode scanner; optional RFID reader for ISO 14443 or 15693
> Variant types of installation: on top, wall mounted, as desktop unit	> Swiveling reading support for data media in different sizes and shapes
> Can be mounted in any angle for best view for the guest	> Integrated Axess CONTROLLER 600
> Preferred solution to extend existing systems; excellent compatibility to third-party systems	> Optional IN/OUT sensors for recognition of direction of passage

Exhibit B



AX500 SMART SECURITY GATE



The **AX500 Smart Security Gate**, designed as a double lane or single lane entry, is well suited for sensitive security areas or unattended entries, e.g. for guest sectors in a football stadium or distant entries to a public bath. This particularly robust, vandal-proof construction from weatherproof aluminum meets the highest security features and is still optimized for a high admission rate. Optical and acoustic signals assist the passage of the guest and maintain a maximum standard in safety.

Features

- > Each lane can be used as an entry lane and/or as an exit lane
- > Status permanent-free for both directions (entry/exit) possible
- > Robust, vandal-proof, weather-resistant
- > **Axess SMART SCANNER 600 NFC** module integrated
- > Servomotor drives the man-high vertical turnstile
- > Manual blocking and unblocking of the gate, optional

Exhibit C



Exhibit D



“Exhibit E”



MEMORANDUM

TO: Board of Trustees

THROUGH:

FROM: Paul Navazio, Director of Finance

SUBJECT: Approval of the District's Form NVTC-LGF-10 (Formerly Form 4410LGF) - Indebtedness Report, as of June 30, 2023, for filing with the Nevada Department of Taxation, the Washoe County Clerk, and Washoe County Debt Management Commission.

Approval of the District's Form NVTC-LGF-11 (Formerly Form 4411LGF) - Five-Year Capital Improvement Plan, to include the IVGID-prepared Five-Year Capital Plan Summary for fiscal years 2023/24 through 2027-28, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau.

(Requesting Staff Member: Director of Finance Paul Navazio)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): Long Range Principle #2, Finance - The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvements and debt management.

- Comply with State and Federal Regulations
- Develop and maintain a long-term plan to sustain financial resources

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Board Policy 14.1.0 - Debt Management
Board Practice 14.2.0 - Debt Service Payment Settlement
Board Practice 14.3.0 - Debt Issuance Limitation

DATE: June 28, 2023

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1) Approve the District's Form NVTC-LGF-10 - Indebtedness Report, as of June 30, 2023, and direct Staff to file the documents with the State of Nevada Department of Taxation, Washoe County Clerk and Washoe County Debt Management Commission by August 1, 2023.

That the Board of Trustees make a motion to:

2) Approve the District's Form NVTC-LGF-11 - Five Year Capital Improvement Plan, as of July 1, 2023, the related IVGID-prepared Five Year Capital Plan Summary for the fiscal years starting July 1, 2023 for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau by August 1, 2023.

II. BACKGROUND

Overview

This is an annual filing pursuant to the requirements of NRS 350.013. The required reports and related forms, NVTC-LGF-10 and NVTC-LGF-11, (formerly 4410LGF and 4411LGF) are due to the State Department of Taxation on or before August 1st of each year. The filing is also made with the Washoe County Clerk to allow any disclosures to be shared with the Washoe County Debt Commission. The Legislative Counsel Bureau receives information related to capital budgeting and multi-year plans (Form NVTC-LGF-11). The Nevada Department of Taxation, Division of Local Government Finance, has formalized the form sets and included individual filing instructions for each form. As such, separate Board motions are requested for each form submission.

Form NVTC-LGF-10 - Indebtedness Report

The Nevada Department of Taxation, Local Government Finance, has prescribed annual filing of Form NVTC-LGF-10 (formerly 4410LGF), the Indebtedness Report. The Indebtedness Report provides the District's response to specific sections of the Nevada Revised Statutes (NRS) 350.013 related to municipal obligations and required filings with respective County Debt Management Commissions.

The report also requires inclusion of a statement of the District's Debt Management Policy to the extent that the policy has been updated, or if any additional new debt was incurred during the reporting fiscal year. The debt management policy referenced in the Form NVTC-LGF-10 - Indebtedness Report was last updated to reflect the Board Policy and Practice changes approved May 18, 2016. No policy changes have been made since that date.

As of the fiscal year ending June 31, 2023, the District has outstanding debt totaling \$2,791,017 including \$2,362,957 of general obligation bond debt, \$400,192 in outstanding debt (revenue-pledged loan contracts) with the State of

Nevada Revolving Fund, and \$27,868 outstanding debt on a medium-term capital equipment lease. During the fiscal year ended June 30, 2023, two existing debt issues were fully-paid off, including the District’s 2012 Recreation Bond Refunding, and the SRF Water Pollution (C32-0204) loan. In addition, a new State Revolving Fund loan (CW-2303) was secured, in the amount of \$16,000,000; however, only an initial draw of \$82,500 was taken during the fiscal year and is included in this report..

The District presently has a statutory debt limit of \$983,778,232 based on the final 2022-23 Redbook Assessed Valuation of \$1,967,556,463. Of this statutory debt limit, the District’s overall debt as of June 30, 2023 results in \$980,987,215 (99.7%) of remaining statutory debt limit.

Notwithstanding this statutory debt limit, the District has established its own internal debt limit through Board Policy 14.1.0 (Debt Management and Limits) and related Board Practice 14.2.1 (Debt Issuance Limitations). The District’s internal limitation is generally based on maintaining a debt coverage ratio over the term of an issue that reflects affordability relative to District’s net operating revenues.

The internal limit set through Board Practice 14.2.1 establishes minimum debt service coverage ratio of 1.75 x coverage for “utility” (water and sewer) related debt service, and 1.5 x coverage for “non-utility” debt service. The Practice further states that while it is acceptable for this standard to be met, on average, over the life of the debt issue, the coverage ration should not fall below 1.0 in any one year.

For fiscal year 2022-23 the Final Budget (per Form 4404LGF) provides for the following debt coverage ratios, as computed pursuant to Board Practice 14.2.1:

	<u>FY2023/24</u> <u>Budget</u>	<u>Policy Level</u>	<u>Minimum</u> <u>Level</u>
Community Services Fund	n/a	1.50	1.0
Beach Fund	n/a	1.50	1.0
Utility Fund	7.87	1.75	1.0

There is currently no debt being carried by the District's Community Services and Beach Funds. The Utility Fund currently maintains a debt coverage ratio well in excess of the internal debt ratios established by Board policy

Form NVTC-LGF-11 – Five-Year Capital Plan

A companion filing to the Form NVTC-LGF-10 - Indebtedness Report is the required reporting related to the District’s Five-Year Capital Improvement Plan as

of July 1, 2023.

The Five-Year Capital Plan is formally updated through the annual budget process. The resulting updated capital plan for Year 1 is, in turn, incorporated into the Board's actions approving the annual Final fiscal year budget, effective July 1st.

For FY2023-24, the initial update to the Five-Year Capital Plan was presented to the Board at a Budget Workshop held on March 22nd. This workshop reviewed existing Board Policies related to the development of the District's Multi-Year Capital Plan, Board Priority Projects, and a review of the financing plan supporting the District's capital investments through FY2027-28.

Following the Board's capital planning workshop, updates to the multi-year capital plan were discussed at the Board meeting of March 30th, as part of the presentation of the Tentative Budget on April 5th, and again as a component of the Board agenda item constituting formal actions approving the FY2023-24 Final Budget on May 25th.

As discussed throughout the budget development process, the Five-Year Capital Plan includes one or more projects that may be financed through future debt obligations. These include the Export Effluent Pipeline Project, various Diamond Peak improvements (Snowflake Lodge, Ski Way, etc.) and potentially, priority Beach improvement projects (Incline Beach House).

Significantly, approval of the capital plan documents to be filed with Forms NVTC-LGF-10 and NVTC-LGF-11 does not commit the District, nor does it represent Board authorization for projects beyond those included and funded as part of the FY2023-24 approved budget, as adopted by the Board of Trustees on May 25, 2023.

III. BID RESULTS

IV. FINANCIAL IMPACT AND BUDGET

This memorandum discusses required filings related to the District's debt obligations as of June 30, 2023 and the District's Five-Year Capital Plan as of July 1, 2023. As the information provided in these documents is consistent with FY2023-24 adopted budget, there is no direct fiscal or budget implication related to the Board action requested with this item. The reports include additional disclosures related to planned debt for the next five years as well as individual bond/debt amortization schedules, as required by the form set.

The Executive Summary of the Indebtedness Report is to serve notice if any bond issues are contemplated for the immediate succeeding fiscal year. The District has identified possible debt financing as potential sources for projects

occurring after June 30, 2023, and has made this distinction in the Executive Summary that no general obligation bond issues are currently contemplated for the fiscal year ending June 30, 2024.

The Indebtedness Report for the Nevada Department of Taxation, Local Government Finance, prescribes required disclosure of the Five Year Capital Improvement Plan on Form NVTC-LGF-11 is supported by the IVGID-prepared Capital Project Summary reviewed with the Board of Trustees leading up to the approval of the Final Budget on May 25, 2023. The report approved for the purposes of filing the Form NVTC-LGF-11 relates to the entire project list for five years beginning with 2023-24.

Form NVTC-LGF-11 as of July 1, 2023, includes the District's Five Year Capital Plan totaling \$123,846,448 plus an additional \$112,443 in FY2022-23 Carryforwards approved with the FY2023/24 Final Budget, as follows:

FY2023/24 UPDATE						
CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
General Fund	\$ 1,865,000	\$ 1,061,000	\$ 555,000	\$ 699,600	\$ 562,000	\$ 4,742,600
Utility Fund						
Shared	493,000	1,646,000	1,020,700	1,207,000	31,000	4,386,700
Water	2,388,000	1,495,000	2,770,000	1,450,000	1,250,000	9,353,000
Sewer	60,864,000	1,690,000	2,973,000	930,000	675,000	67,132,000
Sub-Total Utility Fund	\$ 63,745,000	\$ 4,831,000	\$ 6,763,700	\$ 3,587,000	\$ 1,956,000	\$ 80,871,700
Community Services Fund						
Golf - Championship	209,500	555,300	575,880	586,770	727,200	2,654,650
Golf - Mountain	100,000	389,000	1,126,200	94,000	908,000	2,017,200
Facilities	12,000	150,000	53,375	81,620	35,090	332,085
Ski	1,780,443	6,785,500	6,064,400	1,265,000	967,400	16,862,243
Recreation	245,000	1,232,200	289,820	273,000	-	2,040,020
CS Admin	-	64,000	-	-	64,000	128,000
Tennis	25,000	3,010,000	2,019,000	2,017,000	-	7,071,000
Sub-Total Community Services Fund	\$ 2,371,943	\$ 12,185,500	\$ 10,128,675	\$ 4,317,390	\$ 2,701,690	\$ 31,105,198
Beaches	4,442,500	1,129,000	985,000	385,000	54,250	6,995,750
Internal Services						
Fleet	-	-	-	20,000	-	20,000
Buildings	-	21,200	45,000	-	45,000	111,200
Sub-Total Internal Services Fund	\$ -	\$ 21,200	\$ 45,000	\$ 20,000	\$ 45,000	\$ 131,200
TOTAL CAPITAL IMPROVEMENT PLAN PROJECTS	\$ 72,424,443	\$ 19,227,700	\$ 18,477,375	\$ 9,008,990	\$ 5,318,940	\$ 123,846,448

(Note: Approval of the Form NVTC-LGF-11 is not authorization for any projects beyond June 30, 2024).

V. ALTERNATIVES

The Board of Trustees can modify either Form NVTC-LGF-10 or Form NVTC-LGF-11 and the related Indebtedness Report; however, the District's filing of these forms must occur with the State of Nevada and the Washoe County Clerk by August 1st.

VI. COMMENTS

It should be noted the Five Year Capital Improvement Plan is only a plan, and as such no action or authority to act, especially beyond June 30, 2024, is implied with approval of Form NVTC-LGF-10, Form NVTC-LGF-11 or companion summaries and schedules.

Staff also anticipates a review of the District's Debt Policy and Practices over the course of the current fiscal year in conjunction with ongoing review and implementation of the District's Five-Year Capital Plan, and specifically, consideration of possible debt financing to support priority capital projects

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. 4.0 - Indebtedness Report 06.30.23
2. 4.1 Form NVTC-LGF-10 w Appendices
3. 5.0 Form NVTC-LGF-11 Five-Year CIP
4. 5.1 Five-Year CIP Summary and Project List
5. 5.2 FY23-24 Capital Budget w Carry-forwards
6. 5.3 Reconciliation of Debt Service Requirements
7. 6.0 Board Policy 14.1.0 - Debt Management
8. 6.1 Board Practice 14.2.0
9. 6.2 Board Practice 14.2.1

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Consider approval of Forms NVTC-LGF-10 (indebtedness Report) and NVTC-LGF-11 (Five-Year Capital Plan) for filing with the Department of Taxation and other reporting entities, as specified.

Direct staff to revise either or both forms before filing.

**Incline Village General
Improvement District,
Incline Village, Nevada**

**Indebtedness Report
For the Fiscal Year June 30, 2023**

*Approved by the Board of Trustees
June 28, 2023*

*Filed with State of Nevada Department of Taxation,
Washoe County Clerk & Debt Management Commission
July --, 2023*



EXECUTIVE SUMMARY

This Indebtedness Report has been prepared to fulfill the requirements of NRS 350.013 for the year ended June 30, 2023. The Incline Village General Improvement District (the District) is generally limited in the bonds it can issue by its statutory debt limit and the amount of revenue available to pay debt service on bonds. This report presents the outstanding and proposed debt of the District, its ability to afford such debt, and other items relating to the issuance of the debt by the District.

As of the fiscal year ending June 30, 2023, the District has outstanding debt totaling \$2,791,017 including \$2,362,957 of general obligation bond debt, \$400,192 in outstanding debt (revenue-pledged loan contracts) with the State of Nevada Revolving Fund, and \$27,868 outstanding debt on a medium-term capital equipment lease. The \$2.36 million in general obligation bond debt represents debt secured by net revenues from the District's utility operations.

The District presently has a statutory debt limit of \$983,778,232, based on the final 2022-23 Redbook Assessed Valuation of \$1,967,556,463. Of this statutory debt limit, the District's overall debt as of June 30, 2023 results in \$980,987,215 (99.7%) of remaining statutory debt limit.

Notwithstanding this statutory debt limit, the District has established its own internal debt limit through Board Policy 14.1.0 (Debt Management and Limits) and related Board Practice 14.2.1 (Debt Issuance Limitations). The District's internal limitation is generally based on maintaining a debt coverage ratio *over the term of an issue* that reflects affordability relative to District's net operating revenues.

The internal limit set through Board Practice 14.2.1 establishes minimum debt service coverage ratio of 1.75-times coverage for "utility" (water and sewer) related debt service, and 1.5-times coverage for "non-utility" debt service. The Practice further states that while it is acceptable for this standard to be met, on average, over the life of the debt issue, the coverage ration should not fall below 1.0 in any one year.

For fiscal year 2023/24 the Final Budget (per Form 4404LGF) provides for the following debt coverage ratios, as computed pursuant to Board Practice 14.2.1:

	<u>FY2023/24 Budget</u>	<u>Policy Level</u>	<u>Minimum Level</u>
Community Services Fund	n/a	1.50	1.0
Beach Fund	n/a	1.50	1.0
Utility Fund	7.87	1.75	1.0

All of the District's major funds currently maintain debt coverage ratios well in excess of the internal debt ratios established by Board policy.

EXECUTIVE SUMMARY

In addition to limitations imposed by the Policy’s debt coverage requirements, this practice highlights that:

“The effective limitation on the total of bonds outstanding at a given point of time is expected to be a function of the feasibility in the marketplace for a proposed issue, combined with the District existing Bond Rating, the financial projections of the District and the ability to sell bonds within the projected parameters.”

The budget for the fiscal year ending June 30, 2024, adopted on May 25, 2023, does not contemplate the issuance of any new general obligation bonds in that fiscal year. The budget does, however, contemplate additional State Revolving Fund loan debt, to be backed by utility revenue bonds, backed by a net revenue pledge from utility operations.

Form NVTC-LGF-11 (formerly 4411-LGF) as of July 1, 2023, includes the District’s updated Five Year Capital Plan (\$123,846,448) as well as FY2022-23 Carry-forward appropriations (\$112,443) for a combined total of \$123,958,891.

Additional State Revolving Fund debt financing is contemplated in the District’s Five-Year Capital Plan, however no additional debt has been formally authorized to be issued for the fiscal year ending June 30, 2024. Specifically, the District Multi-year Capital Plan assumes debt financing related to:

<u>Fund</u>	<u>Project</u>	<u>Fiscal Year</u>	<u>Amount (est.)</u>	<u>Type of Debt</u>
<i>Utility Fund</i>				
	Export Pipeline Project	FY2023/24	\$36,700,000	Revenue Bonds SRF Loan
<i>Community Services / Beach Funds</i>				
	Diamond Peak Projects	TBD	TBD	General Obligation

Further consideration and action by the Board of Trustees is required before any bond, or other debt, will be authorized or issued.

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 Utility Revenue Pledge)
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 State of Nevada Form 4410LGF Indebtedness Report
 with Appendix Debt Service Schedules 1 to 6..... Attached

 State of Nevada Form 4411LGF Reporting Five-Year Capital
 Improvement Plan (CIP), with 5 Year Project Summary and
 Capital Improvement Projects Carry Over Schedule..... Attached

 Reconciliation of Five-Year CIP, Carry Over Schedule, and
 Form 4411LGF..... Attached

IVGID Indebtedness Report - Overview

Nevada Revised Statutes (NRS) require certain content as a part of the District's Indebtedness Report on Debt Management. These include:

Affordability of Existing, Authorized and Proposed General Obligation Debt

- *NRS 350.013 1.(c)(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;*
- *NRS 350.013 1.(c)(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt.*

General Obligation Debt Limit Statutory Reference

- *NRS 350.013 1.(c)(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit.*

General Obligation Debt Comparisons

- *NRS 350.013 1.(c)(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this state.*
- *NRS 350.013 1.(c)(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all property within the boundaries of the municipality.*

Affording the District's Existing General Obligation Bond Indebtedness

The use of proceeds from the District's bonded indebtedness has been for recreation and utility service infrastructure. Prior to adopting plans to acquire this infrastructure the District studied and developed a plan for identified revenue sources to be used for the repayment of the bond principal and interest. Examples of these sources include an element of water and sewer user fees that are specifically stated for capital expenditure, including debt service, used to acquire such assets. The Recreation and Beach Facility Fee charged to the individual benefited parcels includes elements for capital items and related debt service.

None of the currently outstanding bond issues use a tax levied on the assessed valuation of property in the District to meet debt service requirements. Each issue

has been or will be repaid from the identified resources developed from user fees or the Recreation and Beach Facility Fee (which is an availability of service charge as defined under NRS 318.197) and is collected on specified parcels within the District's boundaries as allowed under NRS 318.201.

Sources Available to Pay Existing, Authorized Future and Proposed General Obligation Bond Indebtedness

The District's annual operating budget process considers the use of resources in an order of priority. User fees and the Recreation and Beach Facility Fee are set at levels to assure the proper coverage of debt service requirements from each activity for its related bond(s). The capital improvement charges, which are a part of utility rates, are adopted by ordinance and are established in a process that allows public notice and input, before setting a schedule for the coming year and forward. The District's elected Board of Trustees adopts utility rates through an ordinance amendment. The Recreation and Beach Facility Fee is set each year and includes a matter of public notice and hearing before adoption in connection with the fiscal operating budget.

The assumptions for rate of collection have proven to be at adequate levels so that amounts realized are sufficient to meet intended needs including debt service requirements.

The 5-Year Capital Project Summary for the period July 1, 2023 through June 30, 2028 includes projects that may be financed, in part, through a future general obligation bond issue or other debt. The capital plan contemplates debt financing to support construction of Effluent Export Pipeline Project through either issuance of utility-revenue bonds or via a low-interest State Revolving Fund loan. The Board of Trustees also continues to discuss the possibility of issuing new debt for selected priority projects, including Ski Way and Diamond Peak Parking Lot Reconstruction, renovation of Snowflake Lodge and renovation of the Incline Beach House through issuance of general obligation bonds.

The projects that are potentially to be supported by new debt are contemplated within the five-year planning horizon, but have not yet been formally approved or scheduled. Any potential bond issue currently contemplated would not significantly affect the District's Debt Limit.

General Obligation Debt Limit

State statutes limit the amount of indebtedness to no more than 50% of the District's total assessed valuation. The District presently has a statutory debt limit

of \$983,778,232, based on the final 2022-23 Redbook Assessed Valuation of \$1,967,556,463. Of this statutory debt limit, the District's overall debt as of June 30, 2023 results in \$980,987,215 (99.7%) of remaining statutory debt limit.

General Obligation Debt Comparisons

The District's general obligation bonds are issued pursuant to NRS Chapter 350 and Chapter 318. The District's general obligation bonds constitute direct and general obligations of the District and the full faith and credit of the District is pledged to the payment of the principal and interest, subject to Nevada constitutional and statutory limitations on the aggregate amount of property taxes. The bonds are payable from the general property taxes on all taxable property in the District. The bonds are secured by certain pledged revenues.

The general obligation bonds are payable by the District from any source legally available; at the times such payments are due, including the General Fund of the District. In the event, however, that such legally available sources of funds, including net pledged revenues, are insufficient, the District is obligated to levy a general tax on all taxable property within the District for payment of the general obligation bonds, subject to the limitations provided in the constitution and the statutes of the State of Nevada (the State).

In any year in which the total property taxes levied within the District by all applicable taxing units (e.g., the State, the County, the District, the school district, any city or any special district) exceed such property tax limitations, the reduction to be made by those units must be in property taxes levied for purposes other than the repayment of their bonded indebtedness, including interest on such indebtedness.

Nevada statutes provide that no act concerning the District's bonds or their security may be repealed, amended or modified in such manner as to impair adversely the bonds or their security until all of the bonds have been discharged in full or provision for their payment and reception has been fully made.

The District currently has no outstanding general obligation debt paid by the levy of a specific property tax.

Principal and interest on the District's debt are payable from the various net pledged revenues of the District. There is no impact on the property tax rate so long as the net pledged revenues are sufficient to pay debt service.

IVGID Indebtedness Report for the Fiscal Year June 30, 2023
 Approved by the IVGID Board of Trustees June 28, 2023

Outstanding General Obligation Debt as of June 30, 2023

Issue	Issue Date	Maturity Date	Amount Issued	Outstanding *
State of Nevada - State Water Pollution Revolving Fund				
Water Pollution CS32-0404	8/1/2006	1/1/2026	\$ 3,000,000	\$ 622,610
Drinking Water DW1201	3/16/2012	1/1/2032	\$ 3,000,000	\$ 1,740,347
<i>Total GO Revenue Utility Debt</i>				<u>\$ 2,362,957</u>
Total General Obligation Bonds Debt				<u>\$ 2,362,957</u>
<hr/>				
Medium-Term Obligation				
Capital Equipment - Installment Purchase Agreement PNC Equipment Finance, LLC (# 9898941)	2/12/2020	5/1/2025	\$ 121,605	\$ 27,868
Total Medium-Term Obligations				<u>\$ 27,868</u>
<hr/>				
State of Nevada Revolving Funds (Loan Contracts with Utility Revenue Pledge)				
Drinking Water IVGID-1	9/9/2004	7/1/2025	\$ 1,687,282	\$ 284,120
Clean Water - CW-2302	4/14/2022	7/1/2052	82,500	\$ 116,072
Total Loan Contracts with Revenue Pledge				<u>\$ 400,192</u>
Total Debt Outstanding *				<u><u>\$ 2,791,017</u></u>

** Includes Principal and Interest due on Outstanding Debt*

Method of Sale

NRS 350.013 1.(c)(5) Policy regarding the manner in which the municipality expects to sell its debt;

Bonds can generally be sold at a competitive sale, negotiated sale or to be privately placed.

Competitive Sale - Offering documents are sent to any firm interested in purchasing bonds. A day and time are chosen for the sale and bonds are awarded to the firm offering the lowest true interest cost on the bonds ("TIC"). The TIC is the discount rate which results in the present value of the future debt service payments equal to the bid for the bonds.

Negotiated Sale – A firm, or group of firms, is chosen in advance to offer the bonds for sale. At the time of the sale, interest rates and other terms of the bonds are negotiated with the Underwriter.

Private Placement – A purchaser, usually an individual or bank, is identified and the bonds are placed directly. Interest rates and other terms of the bonds are negotiated with the purchaser.

NRS 350 generally requires bonds issued by the District to be sold at competitive sale. For most District general obligation bonds, a competitive sale will usually result in the lowest TIC on the bonds. There are certain circumstances under which the District would consider a negotiated sale or private placements. Such circumstances include, but are not limited to:

- 1) Bonds issued with a variable rate of interest
- 2) Bonds rated below A- or not rated
- 3) Very small or very large bond issues
- 4) Unstable or highly volatile markets
- 5) Bonds with unusual security or structure

The District will follow the requirements of NRS 350.155 in choosing a method for its bonds. If the District determines that a negotiated sale is warranted for a general obligation bond or a bond secured by an excise tax, it will distribute a request for proposal to underwriting firms. The selection of an underwriter(s) will be based on a determination of the firm that demonstrates its ability to obtain the overall best interest rate for the District. Consideration in making this determination will be given to the firm's experience with similar financings, proposed compensation structure and marketing plan.

Operational Costs of Future Capital Projects

NRS 350.013 1.(c)(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.

The District has prepared a Capital Improvement Plan Summary, which is attached utilizing Form 4411LGF. The plan includes projects which affect general revenues as well as charges for services. These were all considered as a part of the process of developing the District's budget for the year ending June 30, 2024. Only projects scheduled for completion by that date are actually authorized with funding appropriated in the adopted annual budget. The remainder of the multi-year plan

represents an intention for years 2 through 5. As such the approved projects for the year ending June 30, 2024 do not affect the property tax rate. No projects intended in years 2 through 5 contemplate an effect on the property tax rate to those related years.

Capital Improvement Plan

NRS 350.013 1.(d) either:

- (1) Its plan for capital improvement for the ensuing 5 fiscal years, which must include any contemplated issuance of general obligation debt during this period and the sources of money projected to be available to pay debt; or*
- (2) A statement indicating that no changes are contemplated in its plan for capital improvement for the ensuing 5 fiscal years.*

(See State of Nevada Form 4411LGF Five Year Capital Improvement Plan)

Chief Financial Officer of the District

NRS 350.013 1.(e) A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.

The Chief Financial Officer of the Incline Village General Improvement District:

Paul Navazio, Director of Finance
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451
Direct Telephone Number: 775-832-1365
Facsimile Number: 775-832-1122
E-Mail Address: pcn@ivgid.org

INDEBTEDNESS REPORT
As of June 30, 2023
Postmark Deadline 8/01/2023



Entity: Incline Village General Improvement District Date: June 30, 2023

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since July 1, 2022? Yes No

If so, amount: Date:

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2022? Yes No

If so, amount: Date:

3. Has your local government updated its debt management policy? (Per NRS 350.013) If Yes, submit updated policy with Indebtedness Report or prepare a statement discussing the following areas: Yes No

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
D. Discuss general obligation debt of your entity as a percentage of assessed valuation of all taxable property within the boundaries of your entity. (REDBOOK FY 2022-2023)
E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
G. Discuss the operating costs and revenue sources with each project.

If No, please provide a brief explanation.

4. Has your local government updated its five-year capital improvement plan? (Required pursuant to NRS 350.013, 354.5945 & 354.5947) Yes No

Submitted By: (signature) (775) 832-1365 (Phone number)

SCHEDULE OF INDEBTEDNESS REPORT

For June 30, 2023

Postmark Deadline 8/1/2023



Entity: Incline Village General Improvement District

CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT

GENERAL OBLIGATION BONDS

1. General obligation	_____	
2. General obligation/revenue	_____	2,362,957
3. General obligation special assessment	_____	
Total general obligation bonded debt		<u>2,362,957</u>

MEDIUM-TERM OBLIGATIONS

1. General Obligation bonds	_____	
2. Negotiable notes or bonds	_____	
3. Capital lease purchases	_____	27,868
Total medium-term obligation debt		<u>27,868</u>

REVENUE BONDS

400,192

OTHER DEBT

1. Capital lease purchases-MTO not required or prior to law change	_____	
2. Mortgages	_____	
3. Warrants	_____	
4. Special Assessments	_____	
5. Other (specify) _____		
6. Other (specify) _____		
Total other debt		<u>0</u>

TOTAL INDEBTEDNESS

2,791,017

Authorized but unissued general obligation bonds \$ _____ -

Note: Please explain and provide documentation for any differences between the amounts reported on this schedule and those reported on Schedule C-1 of your Final Fiscal Year 2023-2024 budget.

SCHEDULE OF FIVE YEAR DEBT SERVICE REQUIREMENTS
 as of June 30, 2023
 Postmark Deadline 8/1/2023



Entity: _____

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
<u>General Obligation Bonds</u>					
G/O Bonds	_____				
G/O Revenue	\$ 400,909	\$ 400,909	\$ 400,908	\$ 193,372	\$ 193,372
G/O Special Assessment	_____				
<u>Medium-Term Obligation</u>					
G/O Bonds	_____				
Notes/Bonds	_____				
Leases/ Purchases	\$ 27,868	\$ -	\$ -	\$ -	\$ -
<u>Revenue Bonds</u>	\$ 114,948	\$ 115,455	\$ 58,631	\$ 4,065	\$ 4,069
<u>Other Debt</u>					
Other Lease Purchases	_____				
Mortgages	_____				
Warrants	_____				
Special Assessments	_____				
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 543,725	\$ 516,364	\$ 459,539	\$ 197,437	\$ 197,441



NVTC-LGF-10

SCHEDULE OF DEBT REPAYMENT

As of June 30, 2023

Postmark Deadline 8/1/2023

The repayment schedules should start with the payment of principal and interest due **after June 30, 2023** and continue until any particular issue is retired.

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
2006 State Revolving Fund Loan
Clean Water Loan CS32-0404

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/23	\$ 95,676	2.725%	\$ 8,093	\$ 103,769	
01/01/24	96,979	2.725%	6,789	103,768	207,537
07/01/24	98,300	2.725%	5,468	103,768	
01/01/25	99,640	2.725%	4,129	103,769	207,537
07/01/25	100,997	2.725%	2,771	103,768	
01/01/26	102,373	2.725%	1,395	103,768	207,536
Total	<u><u>\$ 593,965</u></u>		<u><u>\$ 28,645</u></u>	<u><u>\$ 622,610</u></u>	<u><u>\$ 622,610</u></u>

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
2012 State Revolving Fund Loan
Drinking Water DW1201

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/23	\$ 78,072.89	2.390%	\$ 18,613	\$ 96,686	
01/01/24	79,006	2.390%	17,680	96,686	193,372
07/01/24	79,950	2.390%	16,736	96,686	
01/01/25	80,905	2.390%	15,781	96,686	193,372
07/01/25	81,872	2.390%	14,814	96,686	
01/01/26	82,851	2.390%	13,835	96,686	193,372
07/01/26	83,841	2.390%	12,845	96,686	
01/01/27	84,843	2.390%	11,843	96,686	193,372
07/01/27	85,856	2.390%	10,830	96,686	
01/01/28	86,882	2.390%	9,804	96,686	193,372
07/01/28	87,921	2.390%	8,765	96,686	
01/01/29	88,971	2.390%	7,715	96,686	193,372
07/01/29	90,035	2.390%	6,651	96,686	
01/01/30	91,110	2.390%	5,576	96,686	193,372
07/01/30	92,199	2.390%	4,487	96,686	
01/01/31	93,301	2.390%	3,385	96,686	193,372
07/01/31	94,416	2.390%	2,270	96,686	
01/01/32	95,544	2.390%	1,142	96,686	193,372
Total	\$ 1,557,576		\$ 182,771	\$ 1,740,347	\$ 1,740,347

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
Installment Purchase Agreement - PNC Equipment Lease # 98989419-1

Principal: \$ 204,627.16
Interest Rate: 5.00%
Monthly Payments: 48
Purchase Option: Yes

Payment Date	<u>FY 23-24</u>
1-Jul	2,533.44
1-Aug	2,533.44
1-Sep	2,533.44
1-Oct	2,533.44
1-Nov	2,533.44
1-Dec	2,533.44
1-Jan	2,533.44
1-Feb	2,533.44
1-Mar	2,533.44
1-Apr	2,533.44
1-May	2,533.44
1-Jun	
<i>Fiscal Year Totals</i>	\$ 27,867.84

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
State Revolving Fund Loan
Drinking Water IVGID-1

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/23	\$ 52,641	3.082%	\$ 4,183	\$ 56,824	
01/01/24	53,452	3.082%	3,372	56,824	113,648
07/01/24	54,276	3.082%	2,548	56,824	
01/01/25	55,112	3.082%	1,712	56,824	113,648
07/01/25	55,962	3.082%	862	56,824	56,824
Rounding	1				
Total	\$ 271,444		\$ 12,677	\$ 284,120	\$ 284,120

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
State Revolving Fund Loan
Clean Water Loan CW-2303

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/23	\$ 82,500	2.190%	396.48	396	
01/01/24	82,500	2.190%	903.38	903	1,300
07/01/24	82,500	2.190%	903.38	903	
01/01/25	82,500	2.190%	903.38	903	1,807
07/01/25	82,500	2.190%	903.38	903	
01/01/26	82,500	2.190%	903.38	903	1,807
07/01/26	81,372	2.190%	903.38	\$2,032	
01/01/27	80,231	2.190%	891.02	\$2,033	4,065
07/01/27	79,077	2.190%	878.53	\$2,034	
01/01/28	77,911	2.190%	865.90	\$2,035	4,069
07/01/28	76,733	2.190%	853.13	\$2,036	
01/01/29	75,541	2.190%	840.22	\$2,037	4,073
07/01/29	74,337	2.190%	827.18	\$2,038	
01/01/30	73,119	2.190%	813.98	\$2,039	4,077
07/01/30	71,887	2.190%	800.65	\$2,040	
01/01/31	70,643	2.190%	787.17	\$2,041	4,081
07/01/31	69,385	2.190%	773.54	\$2,042	
01/01/32	68,112	2.190%	759.76	\$2,043	4,085
07/01/23	66,826	2.190%	745.83	\$2,044	
01/01/24	65,526	2.190%	731.75	\$2,045	4,089
07/01/24	64,212	2.190%	717.51	\$2,046	
01/01/25	62,883	2.190%	703.12	\$2,047	4,093
07/01/25	61,540	2.190%	688.57	\$2,048	
01/01/26	60,182	2.190%	673.86	\$2,049	4,097
07/01/26	58,809	2.190%	658.99	\$2,050	
01/01/27	57,421	2.190%	643.96	\$2,051	4,101
07/01/27	56,018	2.190%	628.76	\$2,052	
01/01/28	54,600	2.190%	613.40	\$2,053	4,105
07/01/28	53,166	2.190%	597.87	\$2,054	
01/01/29	51,716	2.190%	582.17	\$2,055	4,109
07/01/29	50,251	2.190%	566.29	\$2,056	
01/01/30	48,769	2.190%	550.25	\$2,057	4,113
07/01/30	47,271	2.190%	534.02	\$2,058	
01/01/31	45,757	2.190%	517.62	\$2,059	4,117
07/01/31	44,226	2.190%	501.04	\$2,060	

Indebtedness Report as of June 30, 2023

Incline Village General Improvement District
State Revolving Fund Loan
Clean Water Loan CW-2303

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
01/01/32	42,679	2.190%	484.28	\$2,061	4,121
07/01/32	41,114	2.190%	467.33	\$2,062	
01/01/33	39,533	2.190%	450.20	\$2,063	4,125
07/01/33	37,934	2.190%	432.88	\$2,064	
01/01/34	36,317	2.190%	415.37	\$2,065	4,129
07/01/34	34,683	2.190%	397.67	\$2,066	
01/01/35	33,031	2.190%	379.78	\$2,067	4,133
07/01/35	31,361	2.190%	361.69	\$2,068	
01/01/36	29,672	2.190%	343.40	\$2,069	4,137
07/01/36	27,965	2.190%	324.91	\$2,070	
01/01/37	26,240	2.190%	306.22	\$2,071	4,141
07/01/37	24,495	2.190%	287.33	\$2,072	
01/01/38	22,732	2.190%	268.22	\$2,073	4,145
07/01/38	20,949	2.190%	248.91	\$2,074	
01/01/39	19,146	2.190%	229.39	\$2,075	4,149
07/01/39	17,324	2.190%	209.65	\$2,076	
01/01/40	15,482	2.190%	189.70	\$2,077	4,153
07/01/40	13,620	2.190%	169.53	\$2,078	
01/01/41	11,737	2.190%	149.14	\$2,079	4,157
07/01/41	9,834	2.190%	128.52	\$2,080	
01/01/42	7,910	2.190%	107.68	\$2,081	4,161
07/01/42	5,964	2.190%	86.61	\$2,082	
01/01/43	3,998	2.190%	65.31	\$2,083	4,165
07/01/43	2,010	2.190%	43.78	\$2,084	
01/01/44	(0)	2.190%	22.01	\$2,085	4,169
Rounding					
Total			\$ 32,132	\$ 116,072	116,072

FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)



Minimum level of expenditure for items classified as capital assets	\$10,000	ENTITY: Incline Village GID
Minimum level of expenditure for items classified as capital projects	\$10,000	DATE: Period Beginning July 1, 2023

		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Fund:	General Fund					
Capital Improvement:	5-Year Capital Improvement Plan	\$ 1,865,000	\$ 1,061,000	\$ 55,000	\$ 699,600	\$ 562,500
	Carry-Forward Funding from Prior Year(s)	112,443				
Funding Source:	General Fund Revenues (Property / Consolidated Taxes)					
	Available Fund Balance	x	x	x	x	x
Completion Date:	Within Each Fiscal Year, as Scheduled	\$ 1,977,443	\$ 1,061,000	\$ 55,000	\$ 699,600	\$ 562,500
Fund Total						

		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Fund:	Utility Fund					
Capital Improvement:	5-Year Capital Improvement Plan	\$ 63,745,000	\$ 4,831,000	\$ 6,763,700	\$ 3,587,000	\$ 1,956,000
	Carry-Forward Funding from Prior Year(s)					
Funding Source:	Charges for Services - Utility Rate Revenues	X	x	x	x	x
	Available Fund Balance	x	x			
	Debt - State Revolving Fund (SRF) Loans	x	x	x		
	Grants - Capital	x	x			
Completion Date:	Within Each Fiscal Year, as Scheduled					
Fund Total		\$ 63,745,000	\$ 4,831,000	\$ 6,763,700	\$ 3,587,000	\$ 1,956,000

		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Fund:	Internal Services Fund					
Capital Improvement:	5-Year Capital Improvement Plan	\$ -	\$ 21,200	\$ 45,000	\$ 20,000	\$ 45,000
Funding Source:	Charges for Services		x	x	x	x
Completion Date:	Within Each Fiscal Year, as Scheduled					
Fund Total		\$ -	\$ 21,200	\$ 45,000	\$ 20,000	\$ 45,000

List of Funding Sou

- Property Tax - Gen. Revenues
- Charges for Services
- Debt
- Grants

Note: FY23-24 Capital Budget within the Utility Fund includes an appropriation of \$57,000,000 in support of the Effluent Pipeline Project (CIP# 2524SS1010). This project is expected to be completed over the next 2-3 years; as such the District's FY23-24 Final Budget (Form 4404LGF) reflects an estimated \$17.5 million estimated to be expended in the budget year.

FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)



Minimum level of expenditure for items classified as capital assets \$10,000
Minimum level of expenditure for items classified as capital projects \$10,000

ENTITY: Incline Village GID
DATE: Period Beginning July 1, 2023

		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Fund:	Community Service Fund					
Capital Improvement:	5-Year Capital Improvement Plan	\$ 2,371,943	\$ 12,185,500	\$ 10,128,675	\$ 4,317,390	\$ 2,701,690
Funding Source:	Charges for Services	x	x	x	x	x
	Facility Fees		x	x	x	x
	Available Fund Balance	x				
	Grants	x				
Completion Date:	Within Each Fiscal Year, as Scheduled					
Fund Total		\$ 2,371,943	\$ 12,185,500	\$ 10,128,675	\$ 4,317,390	\$ 2,701,690

		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Fund:	Beach Fund					
Capital Improvement:	5-Year Capital Improvement Plan	\$ 4,442,500	\$ 1,129,000	\$ 985,000	\$ 385,000	\$ 54,250
Funding Source:	Charges for Services					
	Facility Fees	x	x	x	x	x
	Available Fund Balance	x	x			
Completion Date:	Within Each Fiscal Year, as Scheduled					
Fund Total		\$ 4,442,500	\$ 1,129,000	\$ 985,000	\$ 385,000	\$ 54,250

List of Funding Sources:

- Property Tax - Gen. Revenues
- Charges for Services
- Debt
- Grants
- Other** (Please Describe)

FY2023/24 FINAL BUDGET

Five-Year Capital Plan – Capital Projects



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

FY2023/24 UPDATE

CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
General Fund	\$ 1,865,000	\$ 1,061,000	\$ 555,000	\$ 699,600	\$ 562,000	\$ 4,742,600
Utility Fund						
Shared	493,000	1,646,000	1,020,700	1,207,000	31,000	4,386,700
Water	2,388,000	1,495,000	2,770,000	1,450,000	1,250,000	9,353,000
Sewer	60,864,000	1,690,000	2,973,000	930,000	675,000	67,132,000
Sub-Total Utility Fund	\$ 63,745,000	\$ 4,831,000	\$ 6,763,700	\$ 3,587,000	\$ 1,956,000	\$ 80,871,700
Community Services Fund						
Golf - Championship	209,500	555,300	575,880	586,770	727,200	2,654,650
Golf - Mountain	100,000	389,000	1,126,200	94,000	908,000	2,017,200
Facilities	12,000	150,000	53,375	81,620	35,090	332,085
Ski	1,780,443	6,785,000	6,064,400	1,265,000	967,400	16,862,243
Recreation	245,000	1,232,200	289,820	273,000	-	2,040,020
CS Admin	-	64,000	-	-	64,000	128,000
Tennis	25,000	3,010,000	2,019,000	2,017,000	-	7,071,000
Sub-Total Community Services Fund	\$ 2,371,943	\$ 12,185,500	\$ 10,128,675	\$ 4,317,390	\$ 2,701,690	\$ 31,105,198
Beaches	4,442,500	1,129,000	985,000	385,000	54,250	6,995,750
Internal Services						
Fleet	-	-	-	20,000	-	20,000
Buildings	-	21,200	45,000	-	45,000	111,200
Sub-Total Internal Services Fund	\$ -	\$ 21,200	\$ 45,000	\$ 20,000	\$ 45,000	\$ 131,200
TOTAL CAPITAL IMPROVEMENT PLAN PROJECTS	\$ 72,424,443	\$ 19,227,700	\$ 18,477,375	\$ 9,008,990	\$ 5,318,940	\$ 123,846,448



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
General Fund								
Accounting/Information Systems	Rolling Stock	Fleet / Vehicle Replacement - Admin	-	-	33,000	-	30,000	63,000
	12138D2106	Network Closet Updates (HVAC)	25,000	25,000				50,000
	1213CE1501	Wireless Controller Upgrade			72,000			72,000
	1213CE2101	Power Infrastructure Improvements	75,000			27,500		102,500
	1213CE2102	Network Upgrades - Switches, Controllers, WAP	195,000	50,000		95,000		340,000
	1213CE2104	Fiber Installation/Replacement						-
	1213CE2105	Security Cameras						-
	1213CO1505	Server Storage and Computing Hardware		275,000				275,000
	Total		295,000	350,000	105,000	122,500	30,000	902,500
General								
	4378LI2104	IVGID Community Dog Park						-
	1099OE1401	Admin Printer Copier Replacement - 893 Southwood Administration Building				35,000		35,000
	1099CE2201	Board Meeting - Technology Upgrades	60,000					60,000
	Total		60,000	-	-	35,000	-	95,000
	Total General Fund		355,000	350,000	105,000	157,500	30,000	997,500
Utilities								
Public Works Shared	2097BD1702	Replace Public Works Front Security Gate				80,000		80,000
	2097BD2301	Building B Replacement						-
	2097LI1701	Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	75,000	250,000				325,000
	NEW	Utilities System and Plant Control Upgrades		250,000	250,000	250,000		750,000
	Rolling Stock	Fleet / Vehicle Replacement - PW Shared	168,000	446,000	741,700	877,000	31,000	2,252,700
	2097CO2101	Public Works Billing Software Replacement	-	200,000				200,000
	2097OE1205	Large Format Printer Replacement			29,000			29,000
	NEW	Lab Equipment/Expansion	250,000	500,000				750,000
	Total		493,000	1,646,000	1,020,700	1,207,000	31,000	4,386,700
Water								
	2299DI1702	Water Pump Station 2-1 Improvements	400,000				100,000	500,000
	2299WS1705	Watermain Replacement - Crystal Peak Road						-
	2299WS1802	Watermain Replacement - Alder Avenue	1,250,000					1,250,000
	2299WS1803	Watermain Replacement - Future	50,000	800,000	800,000	800,000	800,000	3,250,000



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
	2299WS1804	R6-1 Tank Road Construction		125,000				125,000
	2299DI2205	R2-1 Reservoir Roof Replacement				300,000		300,000
	2299DI2206	R-2 Interior Tank Rehabilitation			120,000			120,000
	NEW	Fire Hydrant Replacement Project	250,000	250,000	250,000	250,000	250,000	1,250,000
	2299DI1102	Water Pumping Station Improvements	100,000	100,000	100,000	100,000	100,000	500,000
	2299DI1401	Burnt Cedar Water Disinfection Plant Improvements		150,000	1,500,000			1,650,000
	Rolling Stock	Fleet / Vehicle Replacement - Water	38,000	-	-	-	-	38,000
	2299CO2101	SCADA Management Servers/Network - BCDP		70,000				70,000
	2299CO2203	LIMSs Software						-
	2299DI1707	BCWDP Emergency Generator Fuel Tank	300,000					300,000
	Total		2,388,000	1,495,000	2,770,000	1,450,000	1,250,000	9,353,000
Sewer	2524SS1010	Effluent Pipeline Project	57,000,000	850,000	900,000			58,750,000
	2599SS2010	Effluent Storage Tank Project	2,989,000					2,989,000
	2599DI1703	Sewer Pump Station #1 Improvements						-
	2599SS1702	WRRF Biosolids Bins			100,000			100,000
	2599DI2209	SPS#1 Pump Station & Generator Bldg Roof Replacement			255,000			255,000
	2599BD1105	Roof Replacement Water Resource Recovery Facility	325,000					325,000
	2599DI1104	Sewer Pumping Station Improvements	100,000	100,000	100,000	100,000	100,000	500,000
	2599DI1701	Sewer Pumping Station 14 Improvements		115,000	400,000			515,000
	2599SS1102	Water Resource Recovery Facility Improvements	175,000	475,000	400,000	175,000	175,000	1,400,000
	2599SS1103	Wetlands Effluent Disposal Facility Improvements	175,000	50,000	50,000	200,000	100,000	575,000
	2599SS1203	Sewer Main Rehabilitation	100,000	100,000	500,000	300,000	300,000	1,300,000
	Rolling Stock	Fleet / Vehicle Replacement - Sewer			198,000	155,000		353,000
	2599SS2107	Update Camera Equipment						-
	2599CO2105	SCADA Management Servers/Network - WRRF			70,000			70,000
	Total		60,864,000	1,690,000	2,973,000	930,000	675,000	67,132,000
	Total Utilities		63,745,000	4,831,000	6,763,700	3,587,000	1,956,000	80,871,700



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
Internal Service								
Fleet	Rolling Stock	Fleet / Vehicle Replacement - Fleet	-	-	-	20,000	-	20,000
	5190ME1201	Replacement Shop Tools and Equipment	-	-	-	-	-	-
	5197CO1501	Fuel Management Program	-	-	-	-	-	-
	5197CO1801	Fleet Software upgrade - manages rolling stock/equip	-	-	-	-	-	-
	Total					20,000		20,000
Buildings	Rolling Stock	Fleet / Vehicle Replacement - Bldgs.	-	21,200	45,000	-	45,000	111,200
	Total			21,200	45,000		45,000	111,200
		Total Internal Service		21,200	45,000	20,000	45,000	131,200
Community Services								
Championship Golf	3144BD2101	Championship Golf Cart Barn Siding Replacement	-	165,000	-	-	-	165,000
	3141GC1901	Practice Green Expansion	-	-	-	-	-	-
	3143GC1201	Driving Range Nets	-	-	-	-	285,000	285,000
	3144BD2602	Cart Barn Replacement	-	-	-	-	-	-
	3141GC1103	Irrigation Improvements	-	-	-	-	-	-
	3141GC1202	Championship Course Bunkers	-	-	170,000	175,000	180,000	525,000
	3141LI1202	Cart Path Replacement - Champ Course	-	195,000	187,500	55,000	-	437,500
	3143GC1202	Driving Range Improvements	34,000	-	-	-	-	34,000
	3153BD2001	Recoat Chateau F&B Grill and Catering Kitchen Floors	-	-	-	-	-	-
	3141LV1898	Championship Golf Course Electric Cart Fleet and GPS	-	-	-	-	-	-
	Rolling Stock	Fleet / Vehicle Replacement - Champ Course	111,000	195,300	206,000	344,800	227,000	1,084,100
	3144FF1702	Replace Icemaker Championship Golf Course Cart Barn	-	-	-	11,970	-	11,970
	3153FF1801	Grille Furniture	-	-	-	-	35,200	35,200
	3153FF2604	Grille Patio Table and Chairs	-	-	12,380	-	-	12,380
	3197LE1748	Replace Blade Grinding Equipment	64,500	-	-	-	-	64,500
	3199OE1501	Championship Golf Printer Copier Replacement 955 Fairway	-	-	-	-	-	-
	Total		209,500	555,300	575,880	586,770	727,200	2,654,650



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
Mountain Golf	3241GC1502	Wash Pad Improvements	-	-	100,000	-	-	100,000
	3241LI2001	Mountain Golf Cart Path Replacement - Phase II	-	-	-	-	-	-
	3299BD2201	Maintenance Bldg. / Torch Down Roof Replacement	100,000	-	-	-	-	100,000
	NEW	Mountain Course Fuel Tank Replacement	-	100,000	500,000	-	-	-
	3241GC1404	Irrigation Improvements	-	12,000	-	-	800,000	812,000
	3241LV1899	Mountain Course 58 Cart Fleet	-	-	491,200	-	-	491,200
	Rolling Stock	Fleet / Vehicle Replacement - Mount. Course	-	277,000	35,000	94,000	108,000	514,000
	Total		100,000	389,000	1,126,200	94,000	908,000	2,017,200
Facilities	3350BD1302	Resurface Patio Deck Replace Railings	-	75,000	-	-	-	75,000
	3350BD1808	Replace Rock Facia - Chateau Chateau Community Room Ceiling and Beam Refurbishing	-	-	25,000	-	-	25,000
	3351BD1703	Aspen Grove Outdoor Seating BBQ and Landscaping	-	-	-	-	-	-
	Rolling Stock	Fleet / Vehicle Replacement - Facilities	-	-	-	40,000	-	40,000
	3350BD1702	Upgrade Chateau Community Room Lighting Control Module	-	-	-	25,620	-	25,620
	3350FF1204	Catering Kitchen Equipment	-	-	-	-	-	-
	3350FF1603	Portable Bars	-	-	18,375	-	-	18,375
	3352FF1003	Catering Ceremony Chairs	-	-	-	16,000	-	16,000
	3352FF1104	Replace Banquet Serviceware	12,000	75,000	-	-	-	87,000
	3352FF1704	Banquet Tables	-	-	10,000	-	35,090	45,090
	Total	12,000	150,000	53,375	81,620	35,090	332,085	
Ski	3469LI1805	Ski Way and Diamond Peak Parking Lot Reconstruction	-	480,000	-	-	-	480,000
	3453BD1806	Base Lodge Walk In Cooler and Food Prep (Kitchen) Reconfiguration	321,443	-	-	-	-	321,443
	3462CE1902	Diamond Peak Fiber Network to Lifts	-	-	-	75,000	-	75,000
	3464ME1802	Diamond Peak Fuel Storage Facility	-	20,000	400,000	-	-	420,000
	3462HE1502	Crystal Express Ski Lift Maintenance and Improvements	-	200,000	180,000	450,000	-	830,000
	3462HE1702	Lakeview Ski Lift Maintenance and Improvements	-	-	-	-	210,000	210,000
	3462HE1711	Lodgepole Ski Lift Maintenance and Improvements	-	80,000	200,000	-	-	280,000



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	64,000					64,000
	Rolling Stock	Fleet / Vehicle Replacement - Ski	641,000	920,000	184,400	320,000	737,900	2,803,300
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures						-
	3453FF1707	Replacement of Main and Snowflake Lodge Kitchen Equipment						-
	3464SI1002	Snowmaking Infrastructure Replacement	504,000	100,000	600,000	260,000		1,464,000
	3468RE0002	Replace Ski Rental Equipment		300,000		160,000		460,000
	3468RE1609	Replace Ski Rental Machinery		40,000				40,000
	34BD2101	Replace Ski Lodge Facility Equipment		145,000				145,000
	3499CE2201	Installation RFID - Software and Gantries						-
	3499OE1502	Skier Services Administration Printer Copier Replacement 1210 Ski Way						-
	Total		1,530,443	2,285,000	1,564,400	1,265,000	947,900	7,592,743
Ski Master Plan	3653BD1502	2015 Ski Area Master Plan Implementation - Phase 2 Snowflake Lodge and Activities	250,000	4,500,000	4,500,000			9,250,000
	3653BD1503	2015 Ski Area Master Plan Implementation - Phase 3 Mountain Trail and Lift Improvements					19,500	19,500
	3653BD1504	2015 Ski Area Master Plan Implementation - Phase 4 Mountain Lift Improvements						-
	Total		250,000	4,500,000	4,500,000	-	19,500	9,269,500
Parks	4378LI2104	IVGID Community Dog Park	1,000,000					1,000,000
	4378RS1501	Replace Playground - Incline Park		20,000		150,000		170,000
	4378BD1605	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement			250,000			250,000
	4378BD1701	Dumpster enclosure – Incline Park		45,000				45,000
	4378BD1710	Storage Container replacement				20,000		20,000
	4378BD1801	Preston Field Retaining Wall Replacement		500,000				500,000
	4378BD2102	Batting cage – Incline Park						-
	4378BD2201	Incline Park 2 bleacher replacement				75,000		75,000
	4378BD2202	Skate Park Enhancement	500,000					500,000



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department	Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
		4378ME2203	Central Irrigation Controller Upgrade		60,000				60,000
		4378RS1501	Replace Playgrounds - Incline Park		20,000		150,000		170,000
		4378LI1303	Pavement Maintenance Rehabilitation, Village Green Parking					450,000	450,000
		4378LI1403	Pavement Maintenance, Preston Field						-
		4378RS1601	Replace Playgrounds - Preston	10,000		200,000			210,000
		Rolling Stock	Fleet / Vehicle Replacement - Parks	-	46,000	-	147,100	82,000	275,100
		4378RS2204	GPS Field Striper	-	20,000				20,000
		Total		1,510,000	711,000	450,000	542,100	532,000	3,745,100
Tennis			Reconstruct Tennis Courts 5 thru 7		3,000,000				3,000,000
			Reconstruct Tennis Courts 3 thru 4			2,000,000			2,000,000
		4588RS1501	Reconstruct Tennis Courts 1 and 2		10,000		2,000,000		2,010,000
		4588RS1401	Resurface Tennis Courts 8-9-10-11			19,000			19,000
		4588RS1402	Resurface Tennis Courts 3 thru 7 (ex)	25,000					25,000
		4588ME1701	Ball Machines for Tennis Center				17,000		17,000
		Total		25,000	3,010,000	2,019,000	2,017,000		7,071,000
Recreation Center		4884BD2201	Recreation Center Expansion Project						-
		4884BD1803	UV Replacement at Recreation center						-
		4884BD2202	Rec Center Exterior Wall Waterproofing & French Drain - Xeroscape						-
		4884BD4004	Replace Condensing Unit 2 and 4						-
		4884LI1102	Recreation Center Parking Lot Reconstruction		950,000				950,000
		4884RS1503	Replaster Recreation Center Pool				200,000		200,000
		4885BD1606	Pool Facility Deck/Floor Re-coat				38,000		38,000
		4884BD1702	Replace Bird Netting			17,720			17,720
		4884BD1804	Chemtrol System for Recreation Center Pool						-
		4886LE0001	Fitness Equipment	70,000	57,200	51,300			178,500
		4899OE1607	Recreation Center Printer Copier			25,000			25,000
		NEW	Replacement 980 Incline Way HVAC System Replacement	175,000	175,000	150,000			500,000
		NEW	Upstairs Lighting Upgrade	-	-				-



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
Community Services Shared	NEW	Xero-Scape West Front Entry Area		50,000				50,000
	Rolling Stock	Fleet / Vehicle Replacement - Recreation			45,800	35,000		80,800
	Total		245,000	1,232,200	289,820	273,000		2,040,020
	Rolling Stock	Fleet / Vehicle Replacement - Comm. Services Shared		64,000			64,000	128,000
	Total			64,000			64,000	128,000
		Total Community Services	3,881,943	12,896,600	10,578,675	4,859,490	3,233,690	34,850,298

Note: Includes Parks Capital Projects that have been transferred from Community Services Fund To General Fund, starting in FY2023/24.



Multi-Year Capital Improvement Project Summary Report

Run Date: 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
Beaches								-
	3973LI1302	Incline Beach Facility Replacement	4,000,000					4,000,000
	3972BD1501	Beaches Beautification and Retaining Wall Enhancement and Replacement	55,000	55,000				110,000
	3972BD1710	Storage Container Replacement					40,000	40,000
	3972FF1205	All Beaches Picnic Tables					14,250	14,250
	3972BD2101	Ski Beach Boat Ramp Improvement Project	100,000	150,000				250,000
	3999BD1708	Ski Beach Bridge (2) Replacement	170,000					170,000
	3999LI1902	Burnt Cedar Beach Eastern Stormwater Improvements						-
	3999FF2201	Beach Furnishings	10,000	10,000		10,000		30,000
	3999ME2202	Central Irrigation Controller Upgrade		30,000				30,000
	3999BD2203	Third Creek Fence Redesign and Replacement		15,000				15,000
	3999LI2204	Ski and Incline Beach Landscape Enhancement		15,000				15,000
	3972BD2102	Beach Access Improvements	100,000	400,000				500,000
	3972BD1301	Reconstruct Pavement - Ski Beach		250,000				250,000
	3972LI1201	Pavement Maintenance, Incline Beach				350,000		350,000
	3972LI1202	Pavement Reconstruction - Burnt Cedar Beach			835,000			835,000
	3972RS1701	Replace Playgrounds - Beaches	7,500	150,000	150,000			307,500
	3999BD1703	Replace Ski Beach Entrance Gate				25,000		25,000
	Rolling Stock	Fleet / Vehicle Replacement - Beaches		54,000				54,000
	Total		4,442,500	1,129,000	985,000	385,000	54,250	6,995,750
Grand Total			72,424,443	19,227,700	18,477,375	9,008,990	5,318,940	123,846,448

FY2023/24 FINAL BUDGET

FY23/24 Capital Budget – Capital Projects (with Carry-forward Estimates)

FY2023/24 CAPITAL IMPROVEMENT PROJECT BUDGET (w/ Carry-Forward Estimates)

Department Description	Project #	Project Title	New Appropriations FY2023/24	Requested Carry-Forward	FY2023/24 Final Budget	(May) Estimated Carry-Forward	(June 30) Actual Carry-Forward	(September) Approved Carry-Forward	FY2023/24 Amended Budget
General Fund									
Accounting/Information	1213BD2106	Network Closet Updates (HVAC)	25,000		25,000				
	1213CE2101	Power Infrastructure Improvements	75,000		75,000				
	1213CE2102	Network Upgrades - Switches, Controllers, WAP	195,000		195,000				
	1213CE2105	Security Cameras		25,000	25,000				
	Total		295,000	25,000	320,000				
General	4378L12104	IVGID Community Dog Park							
	1099OE1401	Admin Printer Copier Replacement - 893 Southwood Administration Building		25,000	85,000				
	1099CE2201	Board Meeting - Technology Upgrades	60,000		85,000				
	Total		60,000	25,000	85,000		0	0	
Parks	4378L12104	IVGID Community Dog Park	1,000,000		1,000,000				
	4378L11604	Pump Track		54,118	54,118				
	4378BD2202	Skate Park Enhancement	500,000	8,325	508,325				
	4378RS1601	Replace Playgrounds - Preston		10,000	10,000				
	Total		1,510,000	62,443	1,572,443		0	0	
	Total General Fund		1,865,000	112,443	1,977,443				
Utilities									
Public Works Shared	2097L11701	Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	75,000		75,000				
	Rolling Stock	Fleet / Vehicle Replacement - PW Shared	168,000		168,000				
	NEW	Lab Equipment/Expansion	250,000		250,000				
	Total		493,000		493,000				
Water	2299D11702	Water Pump Station 2-1 Improvements	400,000		400,000				
	2299WS1802	Watermain Replacement - Alder Avenue	1,250,000		1,250,000	7,000			
	2299WS1803	Watermain Replacement - Future	50,000		50,000				
	NEW	Fire Hydrant Replacement Project	250,000		250,000				
	2299D11102	Water Pumping Station Improvements	100,000		100,000				
	2299D11401	Burnt Cedar Water Disinfection Plant Improvements				44,208			
	Rolling Stock	Fleet / Vehicle Replacement - Water	38,000		38,000				
	2299D11707	BCWDP Emergency Generator Fuel Tank	300,000		300,000				
	Total		2,388,000		2,388,000	51,208			
Sewer	2524SS1010	Effluent Pipeline Project	57,000,000		57,000,000	8,149,998			
	2599SS2010	Effluent Storage Tank Project	2,989,000		2,989,000	3,596,549			
	2599D11703	Sewer Pump Station #1 Improvements				1,536,472			
	2599BD1105	Roof Replacement Water Resource Recovery Facility	325,000		325,000				
	2599D11104	Sewer Pumping Station Improvements	100,000		100,000				
	2599SS1102	Water Resource Recovery Facility Improvements	175,000		175,000	145,586			
	2599SS1103	Wetlands Effluent Disposal Facility Improvements	175,000		175,000	261,023			
	2599SS1203	Sewer Main Rehabilitation	100,000		100,000				
	Total		60,864,000		60,864,000	13,689,628			
	Total Utilities		63,745,000		63,745,000	13,740,836			
Community Services									
Championship Golf	3141L11202	Cart Path Replacement - Champ Course				169,667			
	3143GC1202	Driving Range Improvements	34,000		34,000				
	Rolling Stock	Fleet / Vehicle Replacement - Champ Course	111,000		111,000				
	3197LE1748	Replace Blade Grinding Equipment	64,500		64,500				
	Total		209,500		209,500	169,667			
Mountain Golf	3299BD2201	Maintenance Bldg. / Torch Down Roof Replacement	100,000		100,000				
	Total		100,000		100,000				
Facilities	3352FF1104	Replace Banquet Serviceware	12,000		12,000				
	Total		12,000		12,000				
Ski	3453BD1806	Base Lodge Walk In Cooler and Food Prep (Kitchen) Reconfiguration	321,443		321,443	549,789			
	3462HE1711	Lodgepole Ski Lift Maintenance and Improvements				18,000			
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	64,000		64,000	75,000			

FY2023/24 CAPITAL IMPROVEMENT PROJECT BUDGET (w/ Carry-Forward Estimates)

Department Description	Project #	Project Title	FY2023/24		(May) Estimated Carry-Forward	(June 30) Actual Carry-Forward	(September) Approved Carry-Forward	FY2023/24 Amended Budget	
			New Appropriations FY2023/24	Requested Carry-Forward					Final Budget
Rolling Stock		Fleet / Vehicle Replacement - Ski	641,000		641,000				
	3453FF1705	Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures			-	49,000			
	3464S11002	Snowmaking Infrastructure Replacement	504,000		504,000				
	3468RE0002	Replace Ski Rental Equipment			-	131,880			
	34BD2101	Replace Ski Lodge Facility Equipment			-	110,494			
Total			<u>1,530,443</u>	<u>-</u>	<u>1,530,443</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Ski Master Plan	3653BD1502	2015 Ski Area Master Plan Implementation - Phase 2 Snowflake Lodge and	250,000		250,000				
	3653BD1504	2015 Ski Area Master Plan Implementation - Phase 4 Mountain Lift			-				
	Total		<u>250,000</u>	<u>-</u>	<u>250,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Tennis	4588RS1402	Resurface Tennis Courts 3 thru 7 (ex)	25,000		25,000				
	Total		<u>25,000</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Recreation Center	4884BD2202	Rec Center Exterior Wall Waterproofing & French Drain - Xeroscape				77,442			
	4886LE0001	Fitness Equipment	70,000		70,000				
	NEW	HVAC System Replacement	175,000		175,000				
	Total		<u>245,000</u>	<u>-</u>	<u>245,000</u>	<u>0</u>	<u>77,442</u>	<u>0</u>	<u>0</u>
	Total Community Services		<u>2,371,943</u>	<u>-</u>	<u>2,371,943</u>	<u>1,581,022</u>	<u>-</u>	<u>-</u>	<u>-</u>
Beaches	3970BD2601	Burnt Cedar Swimming Pool and Site Improvements			-	165,543			
	3973L11302	Incline Beach Facility Replacement	4,000,000		4,000,000				
	3972BD1501	Beaches Beautification and Retaining Wall Enhancement and Replacement	55,000		55,000				
	3972BD2101	Ski Beach Boat Ramp Improvement Project	100,000		100,000	50,000			
	3959BD1708	Ski Beach Bridge (2) Replacement	170,000		170,000	120,000			
	3959FF2201	Beach Furnishings	10,000		10,000				
	3972BD2102	Beach Access Improvements	100,000		100,000				
	3972RS1701	Replace Playgrounds - Beaches	7,500		7,500				
	Total		<u>4,442,500</u>	<u>-</u>	<u>4,442,500</u>	<u>170,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
	Grand Total		<u>72,424,443</u>	<u>112,443</u>	<u>72,536,886</u>	<u>15,491,858</u>	<u>-</u>	<u>-</u>	<u>-</u>

Reconciliation of Debt Service Requirements (FORM NVTC-LGF-10 - Page 3) To
Amortization Schedules (Appendix 1-5)

		2023-24	2024-25	2025-26	2026-27	2027-28
General Obligation Bonds						
SRF CS32-0404	Appendix 1	207,537	207,537	207,536		
SRF DW1201	Appendix 2	193,372	193,372	193,372	193,372	193,373
		<u>400,909</u>	<u>400,909</u>	<u>400,908</u>	<u>193,372</u>	<u>193,373</u>
Medium-Term Obligations						
PNC Equipment Lease	Appendix 3	27,868				
		<u>27,868</u>	-	-	-	-
Revenue Bonds						
SRF CS32-0204	Appendix 4	113,648	113,648	56,824		
SRF CW-2303	Appendix 5	1,300	1,807	1,807	4,065	4,069
		<u>114,948</u>	<u>115,455</u>	<u>58,631</u>	<u>4,065</u>	<u>4,069</u>
Other Debt		-	-	-	-	-
TOTALS		<u>\$ 543,725</u>	<u>\$ 516,364</u>	<u>\$ 459,539</u>	<u>\$ 197,437</u>	<u>\$ 197,441</u>



Debt Management
Debt Management and Limits
Policy 14.1.0

POLICY. The District will adopt comprehensive written debt management practices and they will be reviewed annually in conjunction with the budget process and revised as necessary.

1.0 Debt Limits. The Practice will define specific limits or acceptable ranges for each type of debt. Limits are generally set for legal, public policy, and financial reasons.

1.1 Legal limits may be determined by:

1.1.1 State constitution or law.

1.1.2 Local resolution or ordinance, or covenant.

1.2 Public Policy limits can include:

1.2.1 Purposes for which debt proceeds may be used or prohibited.

1.2.2 Types of debt that may be issued or prohibited.

1.2.3 Relationship to and integration with the Multi-Year Capital Planning.

1.2.4 Policy goals related to economic development, capital improvement financings, tax increment financing, and public-private partnerships.

1.3 Financial limits generally reflect public policy or other financial resource constraints, such as reduced use of a particular type of debt due to changing financial conditions. Appropriate debt limits can positively impact bond ratings, if the District demonstrates adherence to such policies over time. Debt limits will be stated as follows:

1.4 Direct Debt can be measured or limited by the following ratios:

1.4.1 Debt per capita,

1.4.2 Debt to taxable property value



Debt Management
Debt Management and Limits
Policy 14.1.0

- 1.4.3 General Obligation debt service payments as a percentage of governmental fund type revenues or expenditures.
- 1.5 Revenue Debt levels are often limited by debt service coverage ratios or credit rating impacts contained in bond covenants.
- 1.6 Short-Term Debt Issuance should describe the specific purposes and circumstances under which it can be used, as well as limitations in term or size of borrowing.
- 2.0 Debt Structuring Practices. The Practice will include specifics regarding the debt structuring practices for each type of bond, including:
 - 2.1 Maximum term stated in absolute terms or based on the useful life of the asset(s);
 - 2.2 Average maturity;
 - 2.3 Debt service pattern such as equal payments or equal principal amortization;
 - 2.4 Use of optional redemption features that reflect market conditions and/or needs of the government;
 - 2.5 Use of variable or fixed-rate debt, credit enhancements, short-term debt, and limitations as to when each can be used;
 - 2.6 Other structuring practices should be considered such as capitalized interest, deferral of principal and/or other internal credit support including general obligation pledges.
- 3.0 Debt Issuance Practices. The Practice will provide guidance regarding the issuance process, which may differ for each type of debt. These practices include:
 - 3.1 Criteria for determining the sale method (competitive, negotiated, placement) and investment of proceeds,



Debt Management
Debt Management and Limits
Policy 14.1.0

- 3.2 Criteria for issuance of advance refunding and current refunding bonds,
 - 3.3 Selection and use of professional service providers,
 - 3.4 Use of comparative bond pricing services or market indices as a benchmark in negotiated transactions, as well as to evaluate final bond pricing results, and
 - 3.5 Use of credit ratings, minimum bond ratings, determination of the number of ratings, and selection of rating services.
- 4.0 Debt Management Practices. The Practice will provide guidance for ongoing administrative activities including:
- 4.1 Investment of bond proceeds,
 - 4.2 Primary and secondary market disclosure practices, including annual certifications as required,
 - 4.3 Arbitrage rebate monitoring and filing,
 - 4.4 Federal and state law compliance practices, and
 - 4.5 Market and investor relations efforts.



**Debt Management
Debt Service Payment Settlement
Practice 14.2.0**

RELEVANT POLICIES: 11.1.0 Investment Management and 14.1.0 Debt Management and Limits

To ensure that debt principal and interest payments are made on a timely and cost effective basis, the District will manage debt service as follows:

- 1.0 The District will ensure that all parties responsible for making debt service payments fulfill their fiduciary and operational responsibilities. The negotiation of contract terms should serve the District, the trustee/fiscal agent/paying agent and the bondholders and include:
 - 1.1 requirements for timely payment of all funds on the due date;
 - 1.2 full utilization of funds by the District until the due date;
 - 1.3 requirement for use of electronic fund transfer throughout the payment process; and
 - 1.4 requirements that all parties execute transactions in the most cost efficient and effective manner.
- 2.0 The District will ensure that appropriate contractual terms and internal procedures are in place. The District will negotiate terms allowing for full investment of funds by the District until the payment due date by utilizing electronic fund transfer.
- 3.0 The District will require that trustees/fiscal agents/paying agents invoice the District for debt service payments a minimum of 30 days prior to the due date.
- 4.0 The District will use electronic fund transfer to assure transfer to the trustee/fiscal agent/paying agent on the payment date. If payment must be made by check, the District will ensure paying the check no more than five (5) days prior to the payment date through a guaranteed delivery service.
- 5.0 The District will ensure that all parties to the transaction (internal and external) are kept informed of the procedures established.



**Debt Management
Debt Issuance Limitations
Practice 14.2.1**

RELEVANT POLICIES: 11.1.0 Investment Management and 14.1.0 Debt Management and Limits

To ensure that debt, through the issuance of bonds or other long term indebtedness, is limited to appropriate levels, the District will manage outstanding bonds and installment purchase obligations through a measure of affordability as follows:

- 1.0 The District will ensure that all bonded indebtedness is analyzed and validated by comparing the consequences of the debt issuance against the District's Debt Coverage Ratio. Debt issued for non-utility purposes must remain within a Debt Coverage Ratio of at least 1.5 times. Debt issued for utility purposes must remain within a Debt Coverage Ratio of 1.75 times.

Under this Practice, "utility" purposes are those related to only water and sewer functions. The Debt Service Coverage Ratio will be determined by dividing the operating or other available revenues less operating expenses other than depreciation and interest by the annual principal and interest payments. The ratio will be stated in the number of times the net revenue covers the annual debt service. The process of analysis and validation will consider the projected amounts for each year the issue will be outstanding. An acceptable result will include meeting the standard on average over the life of the issue in question. However, the coverage ratio in any one year cannot go below 1.0.

- 2.0 The District will consider issuing a bond for any non-"utility" project or group of projects, when that totals more than \$2,500,000 and can be repaid within 10 years of issuance. The District will consider issuing a bond for a period longer than 10 years when it is necessary for the economic feasibility of the project.
- 3.0 The District will consider issuing a bond for any "utility" project or group of projects, when that totals more than \$2,500,000 and can be repaid within 20 years of the completion of the project acquisition or construction. The additional time allowed is in recognition of that



**Debt Management
Debt Issuance Limitations
Practice 14.2.1**

maturity under the Nevada State Revolving Fund Loan Program. Shorter maturities are preferred whenever feasible.

- 4.0 The effective limitation on the total of bonds outstanding at a given point of time is expected to be a function of the feasibility in the marketplace for a proposed issue, combined with the District existing Bond Rating, the financial projections of the District and the ability to sell bonds within the projected parameters.
- 5.0 Consideration of the use of installment purchase obligations will be conducted according to Nevada Revised Statutes. This form of financing is also referred to as municipal leasing, can be considered for a project or group of projects when that totals more than \$250,000 and can be repaid within 10 years of issuance (in effect requiring the obligation to comply with Medium Term Financing guidelines).
- 6.0 This Practice is expected to be reviewed and updated from time to time to validate the coverage ratio and the dollar and maturity limits used to establish acceptance for issuance of bonded indebtedness. That review should occur in conjunction with the adoption of the Debt Management Policy.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

SUBJECT: Review, discuss, and possibly appoint Mike Bandelin as Acting General Manager

DATE: June 22, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and possibly appoint Mike Bandelin as Acting General Manager.

II. BACKGROUND

The Board of Trustees will be considering authorizing the Chair to negotiate and execute a separation agreement with the General Manager on June 23, 2023. If that item is approved, the Board will need to appoint an Acting General Manager. Mr. Bandelin has indicated that he would be willing to serve in this capacity. Erin Feore has also indicated that she would be available to assist Mr. Bandelin as necessary.

This appointment would be an interim step until the Board could consider and provide direction regarding the appointment of an Interim General Manager and recruitment of a full-time General Manager.

III. FINANCIAL IMPACT AND BUDGET

Not applicable.

IV. ALTERNATIVES

Below is an alternative to the recommended action:

1. If the Board does not move forward with the separation agreement, this item is moot.
2. Appoint someone else as Acting General Manager.

V. BUSINESS IMPACT

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

General Business Item G.5.

Review, discuss, and provide direction on Board communications to the community regarding meeting decisions (Requesting Trustee: Chairman Matthew Dent)

**Incline Village General Improvement District
Board of Trustees
Meeting Synopsis
Date: Wednesday, May 25, 2023
Time: 6:00 pm**

**Trustees In Attendance: Chairman Dent, Trustee Schmitz, Trustee Noble,
Trustee Tulloch and attending virtually: Trustee Tonking**

Note: Chairman Dent left the meeting at 11:10pm



**Meeting Location:
The Board Room at the Administration Building
893 Southwood Blvd. Incline Village, NV 89451**

- [Meeting Agenda](#)
- [Packet Part 1](#)
- [Packet Part 2](#)
- [Packet Part 3](#)
- [Packet Part 4](#)
- [Packet Part 5](#)

During the meeting, agenda items may have shifted. Please refer to the subject summary on each item.

[Watch Livestream recording of this meeting](#)

C. Public Comment:

In Person: Chris Nolet, Linda Kars, Harry Swenson, Gail Krolick, Aaron Katz, Judith Miller

**Via Zoom- Frank Wright, Cliff Dobler, Frank Wright
Statement by Trustee Noble**

D. Approval of the Agenda

The Trustees voted for a flexible agenda

The order of the agenda changed- please see notes below

E. Reports to the Board

1. Fiscal Year 2022/2023 - 3rd Quarter Budget Update by Director of Finance

Paul Navazio

[Link to information](#)

2. Fiscal Year 2022/2023 - 3rd Quarter CIP Popular Status Report by Director of Finance Paul Navazio

[Link to information](#)

F. Consent Calendar

Consent Calendar Item F.1- Item Moved to G11.

SUBJECT:

Review, discuss, and possibly approve a Site Use License Agreement with NV Energy

[Link to information](#)

During the Meeting:

Trustees discussed and asked questions of staff primarily related to the fee structure and the neighborhood's impacts.

Trustees instructed staff to work with NV Energy on a revised agreement to bring to a future Board meeting.

Action:

No action taken at this time- This item will be brought back to a future meeting.

Consent Calendar Item F.2:

SUBJECT:

Review, discuss and possibly approve a professional services agreement with DOWL LLC for water model services associated with the Watermain Replacement - Alder Avenue CIP# 2299WS1802

Recommendation for Action:

- 1. Approve the professional services contract with DOWL LLC for water model services associated with the Watermain Replacement - Alder Ave CIP#2299WS1802 project in the amount of \$7,000.**
- 2. Authorize the Director of Public Works to execute the contract in substantially the form presented**

[Link to information](#)

Action:

Item passes with the consent calendar.

Consent Calendar Item F.3 - Removed from the agenda

SUBJECT:

Review, discuss and possibly approve a professional services agreement with

DOWL LLC for the preparation of revised bidding documents associated with the Sewer Pump Station (SPS)

- 1. Review, discuss and possibly approve a professional services agreement with DOWL LLC, in an amount not to exceed \$42,303 for the preparation of revised bidding documents associated with the Sewer Pump Station (SPS) #1 CIP#2599DI1703 project.**
- 2. Authorize Director of Public Works to execute the contract in substantially the form presented.**

[Link to information](#)

Action:

No action taken at this time - This item will be brought back to a future meeting.

Consent Calendar Item F.4:

SUBJECT:

Review, discuss and possibly approve the Purchase Order Agreement with Utility Services Assoc. for the Leak Detection Survey.

Recommendation for Action:

- 1. Approve the purchase order agreement with Utility Services Associated for performing a leak detection survey for the amount of \$10,142.**
- 2. Authorize the Director of Public Works to execute the contract in substantially the form presented.**

[Link to information](#)

Action:

Item passes with the consent calendar.

Consent Calendar Item F.5:

SUBJECT:

Review, discuss and possibly approve a purchase and professional service agreement for the replacement of the 1979 haul rope on Red Fox ski lift.

2022/2023 Capital Improvement Project: Fund; Community Services; Division: Ski; Project #3462HE1712 Project Type; E - Capital Maintenance; Vendor: Wire Rope Service in the amount of \$72,930. Recommendation for Action: That the

Board of Trustees makes a motion to:

- 1. Approve a Purchase Agreement for a replacement haul rope; Red Fox Ski Lift – 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3462HE1712; Project Type; E – Capital Maintenance; Vendor: Wire Rope Service in the amount of \$38,530.00**
- 2. Approve a Professional Service agreement for the removal and installation of the replacement haul rope; Red Fox Ski Lift – 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3462HE1712; Project Type; E – Capital Maintenance; Vendor: Wire Rope Service in the amount of \$34,400.**

[Link to information](#)

Action:

Item passes with the consent calendar.

Consent Calendar Item F.6 - Item Moved to G10:

SUBJECT:

Review, discuss, and potentially approve Policy 22.1.0 Disclosure of Community Groups

Recommendation for Action: That the Board of Trustees makes a motion to approve Policy 22.1.0 Disclosure of Community Groups.

[Link to information](#)

During the Meeting:

Approved with amended language

Action:

Item passes 3 - 2

Consent Calendar Item F.7:

SUBJECT:

Meeting Minutes of May 8, 2023

[Link to information](#)

Action:

Item passes with consent calendar.

G. General Business Items:

General Business Item G.1

SUBJECT:

SUBJECT: Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010)

Recommendation for Action: Review and Discuss the Opinion of Probable Construction Cost for GMP2 of the Export Effluent Pipeline Project (CIP #2524SS1010)

[Link to information](#)

Action:

No action taken at this time- This item will be brought back to a future meeting.

General Business Item G. 2- Item moved to G1:

SUBJECT:

Review, discuss and possibly approve an Increase to the Project Budget for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000

Recommendation for Action: The Board of Trustees make a motion to possibly approve funding for the Skate Park Enhancement Project (CIP #4378BD2202) in an amount determined by the Board and currently estimated not to exceed \$500,000.

[Link to information](#)

During the meeting:

The Trustees and staff discussed the potential scope of the board priority project as well as cost escalation.

Action:

Trustees provided direction to Staff to return to the Board with conceptual design and cost estimation to be discussed prior to the approval of any project.

General Business Item G. 3- Item moved to G 8:

SUBJECT:

Review, discuss and possibly approve the rebuild of three Caterpillar 950G loaders by Empire Southwest (formerly Cashman Equipment) and purchase of tire chains from Silver State International Recommendation for Action: That the Board of Trustees makes a motion to:

1. Approve a purchase order contract with Empire Southwest for the rebuild of three 2002 950G Caterpillar Loaders, in the total amount of \$675,000.00 (CIP Project Numbers 2097HE1729, 2097HE1730 and 3463HE1723).
2. Authorize the issuance of a purchase order with Silver State International for the purchase of loader tire chains for three 950G loaders (CIP 2097HE1725 and 3463HE1722).
3. Authorize the transfer of funds in the amount of \$6,352 from CIP project number 2097HE1729 to CIP project number 2097HE1725.
4. Authorize the transfer of funds in the amount of \$3,426 from CIP project number 3463HE1723 to CIP project number 3463HE1722.
5. Authorize the Director of Public Works to sign the Purchase Order Contract in substantially the form presented

[Link to Information](#)

During the meeting:

Presentation by Director Of Public Works Brad Underwood

Action:

Item passes 5 - 0

General Business Item G. 4 - Item moved to G.5:

SUBJECT:

Discussion of Resolution 1902: A Resolution Approving the Report for Collection of Recreation Standby and Service Charges for Fiscal Year 2023/2024

[Link to Information](#)

During the meeting:

Director of Finance Paul Navazio presented the options and rationale behind each option. The Trustees discussed, at length, each option and their potential impact. GM Winquest and Director Navazio fielded Trustee questions.

Action:

No action taken at this time.

General Business Item G. 5- Item moved to G.6:

SUBJECT:

SUBJECT: PUBLIC HEARING - FISCAL YEAR 2023/2024 RECREATION ROLL

[Link to Information](#)

During the meeting:

Public Comment: In person: Aaron Katz and Jack Dalton
Virtually: Cliff Dobbler, Frank Wright, and Yolanda Knack

Action:

Trustees voted to open and close the public hearing.

General Business Item G. 6- Item moved to G.7:

SUBJECT:

Review, discuss and possibly approve Resolution 1902: A Resolution Approving the Report for Collection of Recreation Standby and Service Charges for Fiscal Year 2023/2024

- 1) Set the Recreation Facility Fee and Beach Facility Fee for FY2023/24
- 2) Review, discuss and possibly approve Resolution Number 1902 which approves

the Report for Collection of Recreation Standby and Services Charges (also known as the Recreation Facility Fee and Beach Facility Fee) for Fiscal Year 2023/2024

[Link to Information](#)

[Link to Additional Information](#)

During the meeting:

The Trustees had further discussion prior to taking action on this action.

Action:

***Parcels without beach access will not be assessed a Facility Fee for 2023/2024**

***Parcels without beach access will not have access to Recreation Punch Cards (as the value would be \$0.00).**

***Parcels with Beach Assessed a \$455.00 Beach Facility Fee**

***For parcels without beach access, Recreation Pass holders have access to District venues (except Beaches) at discounted Recreation Pass holder rates.**

***Parcels with beach access have Punch Cards values set at \$91.00 (1/5 of the \$455 Beach Facility Fee) for 2023/2024.**

***Punch Cards allocated to parcels with beach access can be used at any venue consistent with [Ordinance 7](#).**

Item passes 3 - 2

General Business Item G. 7- Item moved to G.2:

SUBJECT:

Discussion of Incline Village General Improvement District Final Budget for FY2023-24, State of Nevada Form 4404LGF, and related FY2023-24 Central Service Cost Allocation, Recreation Facility Fee and Beach Facility Fee, Authorized Staffing Levels, and Fiscal Year 2023-24 Capital Improvement Project Budget

[Link to Information](#)

During the meeting:

Presentation by GM Indra Winquest and Director of Finance Paul Navazio. Updated preliminary budget information was provided to the Trustees in relation to the requested revisions made per Trustee direction, as well as, additional further refinements by staff.

Action:

No action taken at this time

General Business Item G. 8- Item moved to G.3:

SUBJECT:

SUBJECT: PUBLIC HEARING - FISCAL YEAR 2023/2024 BUDGET

[Link to Information](#)

During the meeting:

In-Person Public Comment: Aaron Katz

Virtually: Cliff Dobler & Frank Wright

Action:

Trustees voted to open and close the public hearing.

General Business Item G. 9- Item moved to G.4:

SUBJECT:

Adoption of Incline Village General Improvement District Final Budget for FY2023-24, State of Nevada Form 4404LGF, and related FY2023-24 Central Service Cost Allocation, Recreation Facility Fee and Beach Facility Fee, Authorized Staffing Levels, and Fiscal Year 2023-24 Capital Improvement Project Budget (Requesting Staff Member: Director of Finance Paul Navazio) Recommendation for Action: 1. Approval of the Central Services Cost Allocation Plan for Fiscal Year 2023-2024 allocating a total of \$1,956,300 in costs from the General Fund to the Utility Fund, Community Services Funds and Beach Fund 2. Approval of the Incline Village General Improvement District's Final Budget for Fiscal Year 2023- 2024 (Form 4404LGF) as prescribed by the State of Nevada Department of Taxation 3. Approval of Fiscal Year 2023-24 Authorized Staffing Levels 4. Approval of the Incline Village General Improvement District's Capital Improvement Program Budget for Fiscal Year 2023-2024

[Link to Information](#)

[Link to supplemental pages](#)

During the meeting:

The Trustees held further discussion prior to taking action.

Action:

Item passes 5 - 0 with amendments to the 2023- 2024 Budget as directed by the Board, as well, as a requirement for staff to work with Board Treasurer Tulloch on the final review of the budget forms to be submitted to the Nevada Department of Taxation.

General Business Item G. 10- Item moved to G.9:

SUBJECT:

Final review and discussion of the District General Manager evaluation process for period 2022-2023

[Link to Information](#)

During the meeting:

The director of Human Resources Erin Feore presented the updated memo and fielded any Trustee questions.

Trustees are to get evolution to HR director by June 5th or 6th

Set the evaluation date for June 14th

Action:

GM Evaluation date set for June 14th

H. Redactions for pending public records requests

[Link to Information](#)

I. Long Range Calendar

GM Winquest presented the long-range calendar and the Trustees provided additional feedback and directions to revise the long-range calendar.

K. Board of Trustees Update

- Trustee Tulloch met with the Director of Public Works and Waste

Management Staff regarding a potential amendment to the franchise agreement.

- Trustee Schmitz- provided an update on the review of contracts.

**K. Public Comment:
Virtually: Frank Wright & Cliff Dobler**

L. The meeting was adjourned at 11:25pm

[Click here to watch the Livestream recording of the meeting](#)

Please email communications@ivgid.org with your feedback on this meeting summary to help improve this communication.

Incline Village General Improvement District
893 Southwood Blvd. Incline Village, NV 89451

[unsubscribe from all IVGID emails](#)

General Business Item G.6.

Review, discuss, and
provide direction on
Board appointed citizen
advisory committees
(Requesting Trustee:
Chairman Matthew
Dent for Vice Chairman
Sara Schmitz)



Conduct Meetings of the Board of Trustees

Policy 3.1.0

POLICY. The Board of Trustees will establish the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada

Notice and conduct of all meetings shall conform with the provisions in Nevada Revised Statutes (NRS) 241.020 and NRS 281A (Ethics In Government). Meeting minutes and transcripts of meeting will be in compliance with NRS 241.035.

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon without all accurate and relevant materials being published with the initial publication of the Board Packet. If materials are inaccurate or missing, the agenda item



Conduct Meetings of the Board of Trustees

Policy 3.1.0

will be deferred. Delayed and/or supplemental materials shall defer an agenda item.

The agenda and Board Packet materials shall be posted on the District's website one calendar week prior to the meeting.

Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make an initial or closing public comment and shall be two minutes(2) for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.

The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 21-day notice
- District Staff Update (if any)
 - The General Manager's monthly report
 - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public – Reports shall be limited to 15 minutes or a time to be determined at the discretion of the Chair.
 - GM Report



Conduct Meetings of the Board of Trustees

Policy 3.1.0

- Department liaisons' updates (if appropriate)
- Audit Committee (if appropriate)
- Treasurers Report (if any)
 - Payment of Bills – For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.
 - Any other reports as deemed of value by the Treasurer. This may include a review of procurement card purchases, weekly bill pay review, etc.
- Consent Calendar (if any)
 - In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Consent Calendar items are:
 - Contracts for review prior to signing/execution;
 - Budgeted items with a financial impact of less than \$100,000;
 - Items that have been previously discussed by the Board of Trustees;
 - “Housekeeping” items that passage without discussion is likely;
 - Meeting minutes approval.
 - Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.
 - Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.



Conduct Meetings of the Board of Trustees

Policy 3.1.0

- A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.
- General Business
- Reports are intended to inform the Board and/or the public.
- Review of the long range calendar
- Final Public Comment
- Board of Trustees Updates
- Adjournment

0.5 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members, which is three (3), unless otherwise provided by statutes, including but not limited to NRS 318.280 and NRS 318.350. In the event of only three members present, the method of action must be unanimous.

The District and its Board will operate according to NRS 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention is not a vote in favor.

- d. Recording Vote. All Trustees present and voting, shall have their yes/ayes and no/nays taken on all actions taken and



Conduct Meetings of the Board of Trustees

Policy 3.1.0

entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.

- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.
- f. Contracts. Until this policy is modified, all contracts are to be provided to the Board for review prior to signing/execution. The Board shall designate one Trustee to review, approve the signing of any contracts, and inform the Board of said action, when time is of the essence. In addition, contracts proposed and/or estimated to exceed the signing authority in Policy 20.1.0 subparagraph 1.5 or Policy 21.1.0 subparagraph 1.6, must be approved by the Board of Trustees. The General Manager has the authority to execute contracts per Board Policy so long as the funds were budgeted for the specific purpose. All documents approved or awarded by the Board shall be signed in the name of the District by two (2) officers of the Board of Trustees, unless authorization to sign is given to another person(s) by the Board.
- g. Claims. The Board of Trustees may engage the General Manager and General Counsel to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. Any discussion, conversation,



Conduct Meetings of the Board of Trustees

Policy 3.1.0

or communication between the GM and outside legal counsel require the Board to be immediately informed.

- i. Texting. At no time during a meeting are Trustees to be making use of digital technology to communicate with others. The meetings are to conduct business by the Trustees.
- 0.6 Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.7 Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered as follows:
- The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.
 - A Board action may also be scheduled for reconsideration if at least two Trustees make written requests.
 - Written requests for reconsideration by any other person or party, including members of the general public, will be distributed to the Trustees but shall not be placed on the Board agenda, without the concurrence of at least two Trustees, as provided above.

If the original action was taken after a Public Hearing, a second Public Hearing shall be held in conjunction with any reconsideration.

Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other General Business agenda item.

- 0.8 Officers of the Board.** As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a



Conduct Meetings of the Board of Trustees

Policy 3.1.0

Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should change at least every 2 years. Each Officers term will begin as defined by the agenda item and will continue until the next election. The officer roles and responsibilities are outlined in the Trustee Handbook.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website.

0.9 Advisory Committees. The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify



Conduct Meetings of the Board of Trustees

Policy 3.1.0

members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

- 0.10 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.
- 0.11 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this policy shall prevail.
- 0.12 Board Highlights.** Board meeting highlights shall be posted on the District's website in addition to being emailed to subscribers. The highlights are to include a list of issues brought the attention of the Board by the public, brief overviews of each agenda item and when applicable, the results of a vote.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and provide direction on redactions for pending public records requests

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Policy and Procedure No. 137/Resolution No. 1801 (Policy for the Provision of Records and Information to the Public)

DATE: June 22, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and provide direction on redactions for pending public records requests.

II. BACKGROUND

Attached is a list of the pending public records redactions since our last Board meeting.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by this item.

IV. ALTERNATIVES

Below is an alternative to the recommended action:

1. Discontinue or modify the proposed reporting for public records.

V. BUSINESS IMPACT

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

VI. ATTACHMENTS

N/A

Date Request	of Requestor	Request	Dated Responded	Dated Records Provided	Exemption Applied and Rationale
6/8/2023	Kendra Wong	I am making a public records request for each of the trustee's individual evaluations of GM Indra Winquest for his 2023 performance evaluation and a record of the date each trustee submitted the evaluation.	06/13/2023	N/A	The Trustee scoresheets have not been released to date as the General Manager's performance evaluation remains in draft form. (See NRS 239.010; see generally NAC 239.051.)

BOARD OF TRUSTEES LONG RANGE CALENDAR

- Consent Items
- Report Items
- Agenda Items

July 12	
Finance	Review and Possible Approval of Revisions to Policy 2.1.0
Finance	Practice 6.0 - Review & Update Pricing
Finance	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2
Legal/Admin	Revisions to Public Records Policy (Policy XX) based on Trustee Feedback
HR	Recreational Privileges Document – Review and approve
Finance/BOT	Capital Advisory Committee – Criteria & Process
Board	Formulate a Board-appointed Golf Advisory Committee and discuss other possible needed Board-appointed committee such as pickleball and tennis
Multiple	Annual Contract Review – Wells Fargo and Operating Engineers Local Union No. 3 (3 agreements) – expired – 6/30/23
F&B	Analysis and Evaluation of the F&B Operations
Legal/Admin	Contract Renewal with Best, Best & Krieger – expires 12/2023
General/BOT	Annual Report – PP 141/Resolution 1895 (A RESOLUTION REGARDING THE COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS)
PW	Award Construction Contract for Water Reservoir Coatings and Site Improvements
PW	Incline Beach House Defining Project Scope
BOT	Follow up on Meeting Minutes
BOT	Micromanagement by a Trustee (Noble)

July 26	

August 9	
Finance	Carry-Over Approval
HR	Finalize GM goals by the end of August
Finance	FY 2022/23 4 th Qtr. Budget Update & Expense Projects Report
Finance	FY 2022/23 4 th Qtr CIP Popular Status Report
Admin	Results of Staff Tracking on Time Re Public Records Requests
PW	Opinion of Probable Construction Cost on Effluent Export

August 30	
Finance, HR & IT	Project Closeout Report (within the GM Report) on the Tyler Project

BOARD OF TRUSTEES LONG RANGE CALENDAR

- Consent Items
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	September 13
P&R	Contract Review – Sand Harbor Water Sports & Incline Spirits– expires 9/30 – end of a 2-year contract

	September 27

	October 11
General	Contract Review – Alta Vista Cleaning Services – expires 10/31 – has 2 years left on Board approved renewals so doesn’t need to come before the Board for approval
Board	Discussion on creating a District policy on language i.e. Spanish, Italian, Polish, etc.

	October 25
DP	Hyatt Sport Shop contract – expires 5/2023; comes before the Board at this time because it is only for Ski

	November 8
BOT	Flashvote contract review – expires 12/2023
Finance	OpenGov contract review – expires 11/30/2023

	December 13
Multiple	Contract Review – Parasol Tahoe Community Foundation (storage space), First Non Profit (Unemployment), USFS (DP Special Use), TRPA (watercraft inspection) – expires 12/31 Contract Review – Washoe County School District Joint Use Agreement (no expiration – annual review)

Consent Items
Report Items
Agenda Items

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz		
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble		
4/5/23	Revision to Public Records Policy – to be scheduled by GC Nelson	General Counsel Nelson		
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

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Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz		
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	A survey is being conducted in the upcoming issue of the IVGID Magazine	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	Requested for 6/28; nothing received	
06/14/23	Golf cancellation policy review	Trustee Schmitz		
06/14/23	All-you-can-play golf pass review	Trustee Schmitz		
06/14/23	Skate Park update	Trustee Schmitz	Most likely to occur sometime in August	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz		