

NOTICE OF MEETING

The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 6:00 PM on April 24, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the webinar ID will be posted to the IVGID 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 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. GENERAL BUSINESS (for possible action) - PART 1
1. **SUBJECT:** Conduct Interviews from the Five Citizen Submittals for the Position of Audit Committee Member At-Large and then Select Two Citizen Submittals to Become Members of the Incline Village General Improvement District Audit Committee and Appoint Two Board of Trustees Members to Become Members of the Incline Village General Improvement District Audit Committee, all positions would be effective April 25, 2024. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – **pgs. 6 - 38**
- Recommendation for Action:* That the Board of Trustees Appoint Two Citizen At-Large Members and Two Board of Trustees Members to Serve on the Audit Committee effective April 25, 2024.
- F. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.
1. **SUBJECT:** Treasurers Report - February 2024 Activities District Treasury Report. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – **pgs. 39 - 80**
 2. **SUBJECT:** Verbal Report and Update on the Incline Beach House and Access Projects. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)
 3. **SUBJECT:** Verbal Report and Update on the Public Works Department. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

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

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Agenda for the Board Meeting of April 24, 2024 - Page 2

G. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for April 10, 2024.
– *pgs. 81 - 115*
2. **SUBJECT:** Review, Discuss and Approve Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; Fund: Solid Waste; Division: Utilities #20002738-7330. (Requesting Staff Member: Interim Director of Public Works Kate Nelson).
– *pgs. 116 - 120*

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

1. Approve Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; and,
 2. Direct the General Manager to Sign, and Execute the Amendment.
3. **SUBJECT:** Review, Discuss, and Approve:
 1. The Professional Services Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with DOWL LLC for Construction Services in the Amount of \$11,570; and,
 2. The Professional Services Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with Black Eagle Consulting Inc. for Construction Materials Testing in the Amount of \$7,600; Project 2023/24 Capital Improvement Water Main Replacement Alder Avenue #2299WS1802; Fund: Utilities; Division: Water. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pgs. 121 - 156*

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

1. Approve the Professional Services Agreement with DOWL LLC for Construction Services Associated with the Alder Avenue Water Main Replacement Project - CIP #2299WS1802 in the Amount of \$11,570; and,
 2. Approve the Professional Services Agreement with Black Eagle Consulting, Inc. for the Materials Testing and Inspection Associated with the Alder Avenue Water Main Replacement - CIP #2299WS1802 in the Amount of \$7,600; and,
 3. Direct the General Manager to Sign, and Execute the Agreements.
4. **SUBJECT:** Review, Discuss, and Approve the Agreement for Professional Services for the Effluent Storage Tank Project at the WRRF for SCADA Configuration Modifications - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS2010 Effluent Storage Tank; Professional: Thunderbird Communications in the Amount of \$9,531.45. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pgs. 157 - 165*

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

1. Approve the Professional Services Agreement with Thunderbird Communications for the Effluent Storage Tank Project in the Amount of \$9,531.45; and,
2. Authorize District General Manager to Execute the Agreement with Thunderbird Communications.

5. **SUBJECT:** Review, Discuss, and Approve the Agreement for Services for Carpet Replacement Public Works Building A Lower Level - 2023/24 Capital Improvement Project; Fund: Utility; Division: Shared Sewer and Water; Project #2097BD1204 - New Carpet Building #A ; Vendor: Tahoe Specialty Flooring and Window Design in an Amount Not to Exceed \$17,029.46. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pgs. 166 - 172*

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

1. Approve the Agreement for Services with Tahoe Specialty Flooring and Window Design for the Amount Not to Exceed \$17,029.46; and,
2. Direct the General Manager to Sign, and Execute the Agreement.

6. **SUBJECT:** Review Discuss, and Approve the Agreement for Services for Floor Replacement in the Recreation Center Group Fitness Room - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation; Project # 4886LE001 - Fitness Equipment Floor Replacement; Vendor Croft Beck Group, LLC., in an Amount Not to Exceed \$36,619. (Requesting Staff Member: Director of Parks & Recreation Shelia Leijon) – *pgs. 173 - 198*

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

1. Approve the Professional Services Agreement with Croft Beck Group, LLC., for Floor Replacement in the Recreation Center Group Fitness Room, CIP # 4886LE001 in the Amount of \$36,619; and,
2. Direct the General Manager to Sign, and Execute the Agreement.

7. **SUBJECT:** Authorization to Increase and Transact Under Existing Blanket Purchase Order for Fiscal Year 2023/24, Pursuant to NRS 332.115, and Board Policy 21.1.0; for Vendor US Foodservice, Inc. in the Amount of \$80,000 for an Updated Amount Not to Exceed \$559,500.(Requesting Staff Member: Assistant Director of Finance Adam Cripps) – *pgs. 199 – 200*

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Recommendation for Action: That the Board of Trustees Approve an Increase to the Fiscal Year 2023/24 Blanket Purchase Order for the Following Vendor: US Foodservice, Inc., in the Amount of \$80,000 for an Updated Amount Not to Exceed \$559,500.

H. GENERAL BUSINESS (for possible action) - PART 2

1. **SUBJECT:** Review, Discuss, and Approve the Recommended 2024 - 25 Golf Season Rates (Requesting Staff Member: General Manager of Golf Operations Timothy Sands)
2. **SUBJECT:** Discussion, and Direction on Proposed Fee Schedule Modifications to Water, and Sewer Rates, and Direct Staff to Set the Date/Time of June 12, 2024 at 6:00 p.m. for the Public Hearing to Implement Amendments to the Sewer and Water Rates, as well as Adjustments to the Fee Schedule and to Publish the Notice in Accordance with the NRS 318.199 (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pgs. 201 - 207*

Recommendation for Action: Authorize Staff to Schedule a Public Hearing on June 12, 2024, to Discuss, and Approve the Proposed Amendments to the Sewer and Water Rates, as well as Adjustments to the Fee Schedule and to Publish the Notice in Accordance with NRS 318.199.

3. **SUBJECT:** Review, Discuss and Approve the Agreements for the Purchase of Laboratory Equipment - 2023/24 Capital Project Fund: Utilities; Division: Public Works Shared: Project #LE24200100 Lab Equipment/Expansion; Vendors: Orange County Medical Sales in the Amount of \$12,755.00, Thermo Electron North America LLC in the Amount of \$19,932.00, Thermo Electron North America LLC in the Amount of \$80,372.06 and Aqua Solutions in the Amount of \$7,498.95. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pgs. 208 - 251*

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

1. Make the Following Findings: IVGID's Purchase of the Following Laboratory Equipment: Autoclave from Orange County Medical Sales, UV-Vis from Thermo Electron North America LLC, Ion Chromatograph from Thermo Electron North America LLC, and Dionized Water System from Aqua Solutions are Exempt from Competitive Solicitation for the Following Reasons: NRS 332.115.1.(d).
2. Approve the Agreements for the Purchase of Laboratory Equipment - 2023/24 Capital Project Fund: Utilities; Division: Public Works Shared: Project #LE24200100 Lab Equipment/Expansion; Vendors:
 - a. Orange County Medical Services in the Amount of \$12,755.00 (Autoclave)
 - b. Thermo Electron North America LLC in the Amount of \$19,932.00 (UV-Vis Spectrophotometer)
 - c. Thermo Electron North America LLC in the Amount of \$80,372.06 (Ion Chromatograph)
 - d. Aqua Solutions in the Amount of \$7,498.95 (Dionized Water System)

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3. Direct the General Manager to Sign, and Execute the Agreements.

- I. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- J. LONG RANGE CALENDAR – *pgs. 252 - 257*
- K. BOARD OF TRUSTEES UPDATE
- L. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- M. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Friday, April 19, 2024, a copy of this agenda (IVGID Board of Trustees Session of April 24, 2024) 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 213:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

Persons may request copies of all agenda Materials by contacting the District Clerk or by visiting the Administrative Offices at the address listed above.

/s/ Heidi H. White

Heidi H. White

District Clerk (e-mail: hwh@ivgid.org/phone # 775-832-1268)

IVGID Board of Trustees: Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, 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.yourtahoeplace.com; go to "Board Meetings and Agendas".**

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MEMORANDUM

TO: Board of Trustees

FROM: Adam Cripps
Assistant Director of Finance

SUBJECT: Conduct Interviews from the Five Citizen Submittals for the Position of Audit Committee Member At-Large and then Select Two Citizen Submittals to Become Members of the Incline Village General Improvement District Audit Committee and Appoint Two Board of Trustees Members to Become Members of the Incline Village General Improvement District Audit Committee, all positions would be effective April 25, 2024

DATE: April 16, 2024

Tonight, the Board of Trustees will be conducting the interviews of the five (5) citizen applicants who submitted their resumes for consideration to be an Audit Committee At-Large member. Following these interviews, the Board of Trustees may appoint up to two (2) of these individuals to serve.

A sample motion would be as follows:

The Board of Trustees makes a motion to appoint [insert name(s)] to the Incline Village General Improvement District Audit Committee effective April 25, 2024. This appointment will be for a two-year term ending April 30, 2026.

Also, tonight, the Board of Trustees will be appointing two Board members to serve on the Audit Committee as the last appointment was made on February 8, 2023 and as these are annual appointments, it is time to make new appointments to this committee.

A sample motion would be as follows:

The Board of Trustees makes a motion to appoint Trustee [insert name(s)] to the Incline Village General Improvement District Audit Committee effective April 25, 2024. The term of this appointment is for one year unless the Trustees term of service ends prior to April 24, 2025. If the term of service ends prior, the term of appointment ends at the end of that service.



Accounting, Auditing, and Financial Reporting Audit Committee Charter Policy 15.1.0

The Incline Village General Improvement District is committed to be proactive, informed, and to provide the highest level of financial accountability and transparency to its parcel owners and other stakeholders (i.e., the State of Nevada).

The Government Finance Officers Association (GFOA) encourages the effective use of an audit committee in the public sector and considers such a committee an integral element of public accountability and governance. An Audit Committee plays a key role with respect to overseeing the integrity of the District's annual financial statements (the "ACFR") by ensuring those responsible for financial management (Management and the Board of Trustees) meet their responsibilities for maintaining an effective system of internal controls over financial reporting. An Audit Committee is a practical means for a governing body to provide much needed independent review and oversight of the District's financial reporting processes, internal controls, and independent auditors.

An Audit Committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an Audit Committee helps to ensure that procedures are in place to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the government's financial reporting practices.

An Audit Committee should be formally established by the Board of Trustees, be adequately funded, and be subject to a formally approved Audit Committee Charter.

POLICY: The Audit Committee (the "Committee") is to assist the Board of Trustees fulfill its responsibilities in accordance with Nevada Revised Statutes (NRS), District Policies, Practices, Ordinances, and Resolutions by providing oversight over the District's financial reports, the system of internal controls including the internal audit plans and reports, and the independent auditor's reports within the ACFR.

The Committee shall have open communication with and maintain strong working relationships with the IVGID Board of Trustees, the General Manager, Director of Finance, and the independent auditor.



Accounting, Auditing, and Financial Reporting Audit Committee Charter Policy 15.1.0

This Committee shall review the Charter annually with any recommended changes submitted to the Board of Trustees for consideration and possible approval.

ORGANIZATION: The Committee shall consist of five (5) voting members. This includes two Board members appointed annually by Trustees and three members appointed by the Trustees to serve as qualified At-Large Members. Any recommendations for expanding the number of voting members will be recommended by the Committee and submitted to the Board of Trustees for possible approval. The Committee may retain financial or other appropriate advisors to attend meetings, provide guidance and training, as needed, and as approved by the Board of Trustees for financial expenditures.

Members of the Committee should have or shall obtain an understanding of accounting, auditing, financial reporting, and internal controls to be able, with the assistance of an advisor if needed, to deliberate on issues for which the Committee is responsible. Therefore, the Board of Trustees may need to budget for periodic training of the Committee members and an outside advisor to assist the Committee with the independent conduct of its work with the approval of the Board of Trustees. Any advisor so engaged should possess the following qualifications:

- A thorough understanding and experience with Generally Accepted Accounting Principles (GAAP), Government Accounting Standard Board (GASB) statements, and financial reporting
- Experience either preparing or auditing financial statements
- Experience with internal controls
- An understanding of the function of an audit committee

At-large Committee members shall be independent. They shall not accept any consulting, advisory, or other compensatory fee from the District. All members shall not be an affiliated person with the District and at-large members suggested qualifications:

At-Large Committee members shall be expected to comply with all District policies that apply to volunteers. District staff shall be responsible for providing copies of all relevant policies to Committee members.

- Annually, the Board of Trustees will appoint two Trustees to be Committee members. Appointing Trustees to serve successive years increases continuity and allows for knowledge retention. In the event a Trustee is removed or resigns, the Board of Trustees shall agendaize to appoint a new



Accounting, Auditing, and Financial Reporting Audit Committee Charter Policy 15.1.0

member to the Committee within thirty (30) days of the vacancy or the next available regular meeting, whichever is later. In accordance with GFOA recommendations, Trustees considered for appointment to the Committee shall not be exercising managerial responsibilities that fall within the scope of the audit of the District.¹

- At-Large Members shall be appointed by the Board of Trustees from applicants with appropriate accounting, auditing, internal controls, and financial reporting expertise. This expertise could include:
 - Hold an active CPA license (preferably in Nevada) or have at least 15 years of progressive financial management experience as evidenced on a resume, CV, or LinkedIn
 - Experience on governing board, either as committee or board member
 - Experience either preparing or auditing financial statements
 - Experience with internal controls
 - An understanding of the function of an audit committee
- At-Large Members will serve staggered two-year terms:
 - For the first appointment, one member will serve a one-year term and the other two will serve a two-year term.
 - For each subsequent appointment the member will serve a two-year term.
- Terms for At-Large and Trustees Members shall commence on March 1st and expire on the last day of February of the applicable year. Committee members appointed to terms originally set to expire on June 30th shall serve until the last day of February after their term was set to expire. Members appointed to fill a vacancy shall serve for the balance of the initial term.

One member of the Committee shall be appointed by the Committee to be the Chair. The Chair will schedule all Committee meetings and provide Committee

¹ “To ensure the committee's independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee” Source: GFOA Best Practices, Audit Committee



Accounting, Auditing, and Financial Reporting Audit Committee Charter Policy 15.1.0

members with a written agenda for each meeting. Committee Members may request agenda items for the Chair’s consideration and approval.

The Committee members are limited to two 2-year terms, which may be extended with the Board of Trustees approval in the event there are no interested or qualified applicants to fill any future vacancies. In the event of any regular or unexpected vacancies for At Large Members, staff shall conduct a public process to solicit and receive applications from interested community members for consideration by the Board of Trustees . Staff shall begin this process with sufficient time to ensure the Board of Trustees can make biannual appointments and within thirty (30) days of any unexpected vacancy. Staff shall begin this process with sufficient time to ensure the Board of Trustees can make biannual appointments and within thirty (30) days of any unexpected vacancy.

1.0 Independent auditor reports directly to the Audit Committee

The independent auditor will be engaged by and report directly to the Committee. The Committee is expected to maintain free and open communication with the independent auditor and District Staff. This communication may include periodic executive sessions with each of these parties. The independent auditor is to bring to the attention of the Committee any additional work required (and related fee impact), beyond the scope of work contained in the engagement letter and the audit plan, to fulfill their responsibilities before any such work is undertaken.

2.0 Scope of the Committee’s Authority and Responsibilities

It is the responsibility of the Committee to provide independent review, oversight and feedback on:

1. Financial reporting
2. Internal controls
3. The independent audit of the basic financial statements
4. The ACFR

To fulfill these responsibilities, the Committee shall:

- 2.1 Be independent, effectively communicate, and reinforce accountability.
- 2.2 Manage the external independent audit procurement process.



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Policy 15.1.0**

- 2.2.1 Review and approve the Request for Proposal (RFP) for an independent auditor to be retained by the District. Such engagement should be for no more than five fiscal years in duration.
 - 2.2.2 Make recommendations on the scope of work.
 - 2.2.3 Make recommendations to the Board of Trustees and take subsequent action to engage an independent auditor.
 - 2.2.4 Review and approve the engagement letter (i.e., contract) between the District and the independent auditor
 - 2.2.5 If deemed necessary, identify and recommend additional audit services to be performed.
 - 2.2.6 By March 31st of each calendar year, the Board of Trustees is to formally designate an external independent auditor and inform the Nevada Department of Taxation. (NRS 354.624 item 3).
 - 2.2.7 When appropriate recommend the replacement of the independent auditor and the initiation of the procurement process (2.2.1).
- 2.3 Facilitate the independent audit process.
- 2.3.1 Review and approve, in consultation with the independent auditor, the annual audit plan, the scope of audit activities and schedules by June of each year
 - 2.3.2 Provide an independent forum for auditors to report findings or difficulties encountered during the audit
 - 2.3.3 Review with the District management and the independent auditor all major issues identified by the independent auditor regarding:
 - 2.3.3.1 Accounting Principles.
 - 2.3.3.2 ACFR presentation.
 - 2.3.3.3 Any significant changes in the selection or application of accounting principles.
 - 2.3.3.4 Significant judgments made in the preparation of the ACFR and basic financial statements.
 - 2.3.3.5 The effect of regulatory initiatives.
 - 2.3.3.6 Off-balance sheet structures.



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- 2.3.3.7 Changes to audit plan of independent auditor as a result of any additional issues identified by the auditor.
- 2.3.3.8 Any restrictions on the scope of the auditor's activities or on access to requested information or managements responses.
- 2.3.4 To review with District management and the independent auditor any material conflicts or disagreements between District management and the independent auditor, whether or not resolved, regarding financial reporting, accounting practices or policies or other matters, that, individually or in the aggregate, could be significant to the District's financial statements or the independent auditors' report, and attempt to help resolve any conflicts or disagreements regarding financial reporting.
- 2.3.5 According to the approved work plan, conduct periodic meetings with the external auditor to review progress, issues identified, concerns and the audit timeline.
- 2.3.6 Review the Management Representation letter by the District's management prior to submittal of the letter to the independent auditor.
- 2.3.7 The Committee shall submit a written report to the District's Board of Trustees in conjunction with the presentation of the ACFR to the Board of Trustees by the end of December.
- 2.4 Post Independent Audit Follow up
 - 2.4.1 Follow-up on any corrective action identified by the independent auditor, if any.
 - 2.4.2 Annually evaluate the work of the independent auditor and lead audit partner based on compliance with work plan and engagement letter.
- 2.5 The Committee may identify a need to engage an external resource to address a specific area of concern.
 - 2.5.1 The Committee shall seek approval from Board of Trustees to obtain appropriate resources.
 - 2.5.2 The Committee shall agree the Scope of Work.



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- 2.5.3 The Committee is responsible for engaging the resource to perform the scope of work.
 - 2.5.4 The external resource shall report findings to the Committee.
 - 2.5.5 The Committee will provide findings to the Board of Trustees and recommend possible implementation of the findings, if any.
 - 2.5.6 Management will have the responsibility for implementation of identified changes or enhancements.
- 2.6 The Committee shall review and provide oversight of the internal controls ensuring management establishes, implements and reviews internal controls on a regular basis for functionality and effectiveness.
- 2.6.1 Management will provide an annual schedule for the review of District Financial Practices (internal control) documents. These documents will be provided to the Audit Committee for their review and oversight.
 - 2.6.2 Review the annual internal control audit plan(s).
 - 2.6.3 Review management's annual assessment of their internal controls for prior year audit plan.
 - 2.6.4 Review management's identification of fraud risks, review the implementation of anti-fraud measures.
- 2.7 Annually review the District's Code of Conduct that promotes honest and ethical conduct; full, fair, accurate, timely disclosures in periodic reports including the ACFR; and compliance with applicable policies and practices to ensure it is adequate and up-to-date.
- 2.8 To annually review and refine as necessary the whistleblower procedures for the receipt, retention, and treatment of complaints received by the District, from the public or anonymous submissions by employees of the District, regarding accounting, internal accounting controls, auditing matters, or suspected fraud for recommendation to the board of trustees for consideration and possible approval.



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- 2.8.1 Review and refine as needed the procedures for educating employees on their individual role in ensuring the District's financial integrity.
- 2.8.2 Ensure employees of the District have an anonymous method for concerns to be submitted.

2.9 Reports to Board of Trustees.

- 2.9.1 The Committee shall submit an annual report to the Board of Trustees assessing its fulfillment of its duties and responsibilities as described in the Charter

3.0 Meetings

- 3.1 Meetings are to be conducted in accordance with the state's Open Meeting Law NRS 241. The Board of Trustees will be emailed a copy of the meeting minutes. Meeting minutes will be posted on the District website.
- 3.2 The committee will hold meetings up to twice per quarter, unless immediate action is needed and no less than four times per year. All members are expected to attend on a regular basis. Any member missing two consecutive meetings without due cause (i.e., illness) will be reviewed for continued membership on the Committee by the Chairs of the Committee and Board.
- 3.3 The committee Chair shall establish the agenda for meetings and provide all briefing materials to members and the public in advance.
- 3.4 The District's management is to provide to copies of all materials which are to be presented by management to a Committee's public meeting in compliance with NRS 241.
- 3.5 The Committee shall review correspondence to determine if any action is to be taken. If needed, assign the responsibility to investigate and resolve the concern/question to the appropriate organizational leader. Communicate with the submitter, if known, regarding their submitted concern.



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- 3.6 The Committee shall review all past correspondence which contains outstanding action items. Ensure responses and/or corrective action is taken in a timely manner.
- 3.7 The Committee may ask members of management or others to attend meetings and provide pertinent information as necessary.
- 3.8 An annual meeting is to be held with the independent auditor, the General Manager, the Director of Finance, legal counsel and anyone else as desired by the Committee to review the audited annual basic financial statements including the Comprehensive Annual Financial Report (ACFR) and the auditor's material written communications with the District.

4.0 Annual Financial Risk Assessment and Risk Management.

The Committee shall review and discuss with District management and the independent auditor the District's major financial risk exposures, and the steps management has taken to monitor and control those exposures. It is the Board's responsibility to ensure the District has adequate controls and plans for risk mitigation for areas beyond finance.



VOLUNTEER Registration, Release and Waiver, and Emergency Contact Information

Name of Volunteer _____ Adult Child

Address _____
 Street / PO Box _____ City _____ State _____ Zip _____

Phone Numbers _____
 Day _____ Evening _____ Mobile _____

Email: _____

In reference to this Registration, it is understood that Incline Village General Improvement District (IVGID) is a governmental entity formed under Nevada Revised Statute 318. IVGID (aka) - **Diamond Peak Ski Resort, Incline Village Parks & Recreation, The Golf Courses at Incline Village, and Public Works & Utilities.**

The volunteer agrees to volunteer his/her services to IVGID in the capacity of:

_____	for	_____
Activity /Service		Department
_____		_____
Date Activity Begins		Date Registration Expires

Volunteer agrees:

- 1) To perform this service for IVGID for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered;
- 2) To offer this service freely and without pressure or coercion, direct or implied, from IVGID;
- 3) That he/she is not employed by IVGID to perform the same type of services as those for which he/she is agreeing to volunteer;
- 4) That IVGID does afford worker's compensation benefits to volunteer;
- 5) That if requested, he/she will be afforded a list of any inherent risks for the activity agreeing to volunteer.

Volunteer understands that IVGID is depending on his/her services. If for a serious reason, the volunteer cannot keep this commitment, the volunteer will notify his/her supervisor in advance. Additionally, Volunteer understand and agrees that he/she may have access to confidential and attorney-client privileged information. Volunteer agrees to keep such information confidential unless disclosure is authorized by IVGID or required by law.

⇒Please initial to indicate you have read and understand the above _____

RELEASE OF LIABILITY

I hereby, for myself, for my minor, and/or for my heirs, executors, and administrators, do hereby **RELEASE, HOLD HARMLESS, AND INDEMNIFY** IVGID, the organizers and/or sponsors of this activity, its officers, representatives, agents, trustees, and employees, from any and all liability for any damages and/or bodily injury, including death, which they may suffer due to my or my minor child's participation in this activity.

Declaration I declare that I have read and understand the contents of this form including the inherent risks noted below. I am aware that this is a **RELEASE OF LIABILITY** and a contract between myself / minor child noted above and IVGID and sign it of my own free will.

Assumption Of Risk I understand that there are inherent risks in the activity I am volunteering for and that anyone, including a minor child, participating in such an activity may be exposed to the risk of bodily injury and/or property damage due to the nature of such activities. I acknowledge that I have read and have initialed the inherent risks noted and I agree to assume such risks either for myself and/or a minor child in the participation of this activity.

⇒Please initial to indicate you have read and understand the above_____

INHERENT RISKS IN THE ACTIVITY AS NOTED

The inherent risks of _____ are hereby defined, but not limited to this definition, as those dangers or conditions, which are an integral part of the activity. Inherent Risks defined are:

Such inherent risks can result in personal, bodily injury including death and/or property damage.

⇒Please initial to indicate you have read the above and accept the inherent risks as noted _____

WORKER'S COMPENSATION WAIVER

Non-Coverage

The undersigned understands that Nevada Revised Statutes (NRS) 616A.130 states, in part, that persons (participants / volunteers) who perform volunteer work in any formal program, which is being conducted within a state or local public organization may be deemed by a self-insured employer as employees and are entitled to the benefits of worker's compensation when the organization *approves* such coverage.

Incline Village General Improvement District (IVGID) is a governmental entity under Nevada Revised Statutes and is a self-insured employer for worker's compensation under NRS 616. IVGID (aka) - **Diamond Peak Ski Resort, Incline Village Parks & Recreation, The Golf Courses at Incline Village, and Public Works & Utilities.**

It is further understood that IVGID does afford worker's compensation benefits to volunteers in any of its programs and I do hereby accept these worker's compensation provisions as stated above. In addition, I understand that a complete copy of NRS 616A.130 may be provided upon request to IVGID.

⇒Please initial to indicate you have read and understand the above_____

Emergency Contact

Volunteer understands that the following information will only be used to contact the designated person listed below in a medical or incident emergency by IVGID. Volunteer further understands that IVGID may furnish first aid care, including but not limited to, transportation of volunteer by paramedical personnel to a facility where defined medical care can be provided at no expense to IVGID.

Emergency Contact _____ Relationship to Volunteer: _____

Emergency Contact Number: _____ Please ✓ one: Cell Phone Home Phone

Name of Parent / Guardian if Volunteer is a Minor: _____
(Please Print)

Signature: _____ Date: _____
(Of Volunteer or Parent / Guardian if Volunteer is a Minor)

Supervisor Signature: _____ Date: _____



The Incline Village General Improvement District Board of Trustees is seeking interested candidates who wish to serve as an At-Large Member of the Audit Committee. The Audit Committee is seeking individuals with experience in accounting, auditing, financial reporting and/or internal controls. Two vacancies are to be filled. Any interested candidate should submit a letter of interest and a resume. These two documents can be submitted either via U.S. Mail addressed to Director of Administrative Services Susan Herron, IVGID, 893 Southwood Boulevard, Incline Village, Nevada 89451; or hand delivered to the aforementioned address; or submitted via e-mail (sah@ivgid.org). It is the interested candidate's responsibility to ensure that their documents have been received for consideration. All submittals must be received no later than April 12, 2024, 12 noon (PST).

Further, all interested candidates must be available to be interviewed during the Incline Village General Improvement District Board of Trustees regular meeting tentatively scheduled for April 24, 2024 at 6:00 p.m. During this meeting, the Board of Trustees may make their final decision and the selected interested applicant may begin serving their term effective April 25, 2024. If you have any questions regarding this matter, please contact Susan Herron, Director of Administrative Services, IVGID, at (775) 832-1207 or via e-mail at sah@ivgid.org.

Ad placed in the Tahoe Daily Tribune which is distributed in Incline Village and Crystal Bay, NV.



Ad placed in the Reno
Gazette Journal.

The Incline Village General Improvement District Board of Trustees is seeking interested candidates who wish to serve as an At-Large Member of the Audit Committee. This is a volunteer position.

The Audit Committee is seeking individuals with experience in accounting, auditing, financial reporting and/or internal controls. Two vacancies are to be filled. Any interested candidate should submit a letter of interest and a resume. These two documents can be submitted either via U.S. Mail addressed to Director of Administrative Services Susan Herron, IVGID, 893 Southwood Boulevard, Incline Village, Nevada 89451; or hand delivered to the aforementioned address; or submitted via e-mail (sah@ivgid.org). It is the interested candidate's responsibility to ensure that their documents have been received for consideration. All submittals must be received no later than April 12, 2024, 12 noon (PST).

Further, all interested candidates must be available to be interviewed during the Incline Village General Improvement District Board of Trustees regular meeting tentatively scheduled for April 24, 2024 at 6:00 p.m. During this meeting, the Board of Trustees may make their final decision and the selected interested applicant may begin serving their term effective April 25, 2024.

If you have any questions regarding this matter, please contact Susan Herron, Director of Administrative Services, IVGID, at (775) 832-1207 or via e-mail at sah@ivgid.org.

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**PATRICK
DOMINICK**

Patrick Dominick

525 E Golf Creek Lane #34 • Jackson, WY 83001 • Phone: 703.927.5986
E-Mail: 1pldom@gmail.com

April 5, 2024

Susan Herron
IVGID Director of Administrative Services
893 Southwood Boulevard
Incline Village, Nevada 89451

Dear Ms. Herron,

I applied for the volunteer Audit Committee position on-line. I sent my resume via the website, but not a letter of interest. This is the letter of interest.

I have a deep interest in corporate governance and Audit Committee operations. Such has been an integral part of my career. The opportunity for making a positive contribution to the community's governance is exciting. Additionally, I read regularly the local news in the Community First Newsletter.

While we have not yet become permanent residents of Incline Village, our history with the area transcends several years. We have been thinking of a real estate purchase for the last couple of years and have spent holidays in the area.

I am happy to discuss any aspects of this application further. It is more for the intangible rewards that I make this application.

Sincerely,



Patrick Dominick

Patrick L Dominick

Overview

Auditing and financial executive with over thirty-five years working with Audit Committees and Management to improve governance, internal controls and risk management. Demonstrated focus on profitability while promoting adequate and effective procedures and policies. Directed audit and finance teams as large as forty. Chaired Board and Audit Committees for Not-For-Profits. Relevant experience:

- Managed external audit relationships including fees.
- Complied with AICPA Audit Committee guidance.
- Evaluated operations, contracting, finance, governance, IT and regulatory compliance.
- Planned and executed financial statement audits.
- Conducted fraud investigations and assessed fraud prevention programs.
- Planned use of data interrogation software.
- Developed annual and strategic plans.
- Evaluated ethics and whistleblower programs.

Education

MBA, Tulane University, 1979, Finance/Marketing.

BBS, Tulane University, 1977, General Business.

Work History

Jackson Hole Conservation Alliance – Board of Directors Chair – 2023 to present

Protecting wildlife, wild spaces and community character.

Greater Yellowstone Coalition - Board of Directors Treasurer – 2015-2021, Audit Committee Chair, Investment

Committee Chair – Protecting the Yellowstone Ecosystem

Institute Of Internal Auditors (IIA) – Seminar Instructor 2007 - present.

Legal & General America – Vice President, Internal Audit - 1999 to 2013.

Global insurance, annuity and investments firm. Reported to the Board's Audit Committee, directed the internal audit program and managed the external audit relationship.

MSRC - Director of Internal Audit - 1992 to 1998. Maritime firm on-water pollution clean-up.

Reported to the Board's Audit Committee; developed company's first internal audit program.

Perpetual Savings Bank, FSB - Full-service publicly held Bank.

Vice President, General Auditor & Corporate Compliance Officer - 1986 to 1990

Vice President, Director of Accounting & Budgeting - 1990 to 1991

Vice President, Division Director of Finance & Administration - 1991 to 1992

Price Waterhouse – Assurance Manager 1984 to 1986, Supervisor 1981 to 1984

Audited financial statements for publicly and privately held companies (manufacturing, financial services, oil & gas, real estate, law firm). Litigation support. Due diligence reviews.

Professional Designations and Affiliations

Certified Public Accountant (CPA retired)

Certified Fraud Examiner (CFE)

Certified Internal Auditor (CIA)

Certified Risk Management Assurance (CRMA)

American Institute of CPAs

Fellow, Life Management Institute (FLMI).

THEO NICHOLAS

Theo Nicholas

Reno, NV 89503
theon443@gmail.com
+1(717) 510-3932

Trained Analyst with experience in tracking trends and managing revenue. Seeking full-time Management

Analyst position in government agencies to further build my skill sets.

Analyze large sets of numerical data and extract valuable information that can contribute to the company's revenue.

Exercising discretion and judgment in determining what information may be provided and to whom. Moderate math skills.

Specialized analytical knowledge-Audits, tax, and cost/benefit.

Attention to detail.

Ability to work with large data sets.

Decision-making skills.

Technical audit skills.

Numerical proficiency.

Data Analysis.

Critical Thinking.

Analytical Problem-Solving.

Forecasting.

Data based management.

Business Process Improvement.

KPI review and action completion.

Data entry.

Quality Assurance.

Compliance.

Project Management.

Work Experience

Quality Control Auditor (QC Auditor)

ATCO Industries - Reno, NV

January 2023 to Present

Analyzing and determining directions of trends, performing quality control specifically on parts and assembly of automotive electric batteries.

Performing research and analysis of parts for electric vehicle batteries.

Package and prepare for shipping.

Tax Compliance Officer

Internal Revenue Service (IRS) - Reno, NV

October 2021 to August 2022

Performed research and analysis of small businesses owned by taxpayers

Reviewed, summarized, and outlined the financial situations of debtors and making recommendations on the most appropriate legal action.

Kept appropriate staff members informed about the current status of cases.

Supported assignments involving the form, content, and issues of legal instruments and documents, and the steps and procedures involved in processing, storing, and retrieving legal actions and legal information.

Analyzed data as appropriate and prepared associated narrative analysis of data that meets the stated objectives of the study and meets management information needs.

Used established databases and performing data searches, report design, and other data retrieval assignments. Conducted external annual fiscal and operational audit and performed compliance auditing of taxpayers and their small businesses.

Decided on appropriate legal action to take to liquidate judgments.

Served as a contact person for assigned financial litigation cases and providing information and assistance concerning status and relevant procedural issues.

Mail Carrier

United States Postal Service - Washington, DC

March 2020 to September 2020

Delivered and collected mail along a prescribed route by foot/vehicle on a regular schedule, including mail consisting of Parcel Post.

Demonstrated general familiarity with commonly used USPS laws, regulations, products, and procedures.

Routed and cased all classes of mail in sequence of delivery along an established route.

Withdrew mail from the distribution case and preparing it in sequence for efficient delivery independently or by another carrier.

Prepared and separated all classes of mail to be carried by truck to relay boxes along the route for subsequent delivery.

Managed un-deliverable mail in accordance with established procedures.

Used portable electronic scanners as instructed.

Delivered and collected charges on customs, postage-due, and "Cash On Delivery" mail matters.

Tax Account Collection Technician

State of Pennsylvania - Harrisburg, PA

February 2018 to November 2018

Provided a variety of financial litigation legal assistance and technical work requiring specialized knowledge of processes, procedures, and practices to support legal activities.

Exercised discretion and judgment in determining what information may be provided and to whom.

Reviewed, summarized, and outlined debtor's financial situation and recommended appropriate legal action.

Maintained a variety of trial-related documents.

Served as a contact person for financial litigation cases.

Transportation Security Officer

Transportation Security Administration - Baltimore, MD

May 2013 to August 2014

Ensured safety and security of all passengers by screening all passengers and flight crew, including baggage and cargo. Followed and assisted and implemented federal rules, regulations, and passenger guidelines for the traveling public.

Revenue Examiner

State of Maryland - Annapolis, MD

October 2009 to January 2012

Performed research on, evaluating, and analyzing a variety of routine legal topics.

Researched references to locate appropriate data using multiple online legal systems. Performed basic legal analysis. Utilized a variety of automated legal research tools, public information databases, and other automated resources to research case/program-specific legal matters. Participated in assigned areas of criminal/civil proceedings. Received, examined, and evaluated cases referred for civil/criminal proceedings by client agencies concerning agency standards for case litigation worthiness and pertinent case law. Conducted interviews of debtors, employers, and agency officials. Provided a variety of financial litigation legal assistance and technical work requiring specialized knowledge of processes, procedures, and practices to support legal activities. Exercised discretion and judgment in determining what information may be provided and to whom. Served as a contact person for financial litigation cases.

Intern/Market Research Analyst Related

September 2004 to November 2005

, , None Selected

Intern/Market Research

Analyst Related Skills

September 2004 to November 2005

Exercising discretion and judgment in determining what information may be provided and to whom. Key Functions: Serving as a Program

Analyst for the Office of Travel and Tourism Information and International Trade

Administration. Producing analyses and reports concerning international trade and tourism. Developing financial and economic analyses from statistical/narrative documents and creating summary reports. Gathering and analyzing the Bureau of

Economic Analysis financial data on international travel activity. Identifying trends and resolving inconsistencies. Participating in a team that is responsible for developing and executing special projects economic analyses and studies regarding the relationship that international trade and tourism have on the balance of imports and exports. Assisting in the development of overseas package travelers' fact sheets and market profiles based on outbound data reviews. Identifying incorrect reporting through reports, data, and documentation analyses.

Education

Bachelor's Degree in Finance

University of Maryland - College Park, MD

Skills

- Microsoft Business Suite- Excel, Word, PowerPoint, and Publisher.
Familiar with Federal databases
Familiar with proprietary information software.
Obtained Federal Confidential Security clearance.
- Legal Research
- Research

- Legal Drafting
- Management
- Financial Report Writing
- Risk management
- Writing skills
- Compliance management
- Project management
- Financial analysis
- Financial auditing
- Financial acumen
- Leadership
- Microsoft Office
- Microsoft Word

Certifications and Licenses

Certified Principals/ Best Practices

Present

Project Management Certificate

Driver's License

**KEVIN
SAMMELMAN**

Kevin M. Sammelman

Post Office Box 3231 Incline Village, NV 89450
Direct: 775-220-3774 Email: Kevin@InclineLove.com

April 12, 2024

To the Incline Village General Improvement Board of Trustees and Whom it may concern,

Thank you for the taking the time to review my information and qualifications regarding the Audit Committee position. As a 20+ year resident and owner in Incline Village, it will be my privilege to serve in a function that elevates and enhances our home, Incline Village.

My fiduciary role began when I was 19 and achieved my California Real Estate Sales License. Since that time, I have been and will continue to be a fiduciary in many other capacities. My education is in finance, banking, and economics so oversight is something I am very accustomed to. With over 30 years of being in such a position of required loyalty and ethics, my record for working with sensitive information and operations can be trusted.

As for IVGID. I do not have any bias coming into this position. I seek to serve the community and allow my skills and experience to benefit the district. I do not hold an opinion regarding the current operations nor the past operations of IVGID. My focus is on the future operations of IVGID. I cannot, nor will not, be swayed by any political, personal, and/or professional pressures if accepted on this committee. I will offer independent, 3rd party opinions and recommendations based on fact, logic and what will be best for the residents and guests of Incline Village.

I currently work for Diamond Peak as a Grooming Cat Operator and served in the same function years ago before children. I use most all the IVGID facilities regularly. I believe this to be one the most magical places on earth. I am typing this note at a bench here at Incline Beach. To be part of team will be a privilege.

With that stated, I feel that my background and proven track record can only be a positive enhancement for the community. I look forward to seeing you at the meeting and fielding questions you may have. Thank you for your consideration.

Sincerely,
Kevin

Kevin M. Sammelman
Proud Incline Village Resident

P.S. I wasn't born in a barn; however, I do live in a Village! Thanks again!

Kevin M. Sammelman

Post Office Box 3231 Incline Village, NV 89450
Direct: 775-220-3774 Email: Kevin@InclineLove.com

SUMMARY OF QUALIFICATIONS

Proven communication, organizational, and leadership abilities.
Effective leader capable of inspiring maximum productivity from support staff.
Extensive stress and crisis management training. Ability to delicately manage critical situations.

PROFESSIONAL EXPERIENCE

President / Founder

Sep. 2010 – Current

Ski Rental System, Inc. Zephyr Cove, NV

Created a corporation producing online software systems specializing in online inventory control, management, and divestiture of equipment for retailers specializing in the action sports/outdoor industry. Continued leadership and directional control for future operations of the corporation.

Director of Marketing

Sep. 2006 – 2010

Lakeshore Realty. Incline Village, NV

Responsible for marketing functions for the owners and of the firm. Worked directly with the owners to create and develop multiple marketing projects and enhance overall marketing strategies.

Product Development Manager, Information Technologies Specialist

Sep. 2005 – 2006

Quantum Loyalty Systems, Inc. Incline Village, NV

Manager for all network and communications systems. Assist executives with tasks that require confidential treatment. Streamlining routine tasks to increase productivity.

Journeyman Produce Clerk, Park Groomer, Mountain Operations

Mar. 2003 – Sep 2011

Safeway Inc., Mt. Rose & Northstar-at-Tahoe Diamond Peak. North Shore, Lake Tahoe

Safeway – Opening and closing duties. Ordering and receiving of inventory. Mt. Rose/Northstar, Diamond Peak – Grooming, terrain parks and overall mountain operations. I am highly familiar with the ski industry.

President / Founder

Jan. 1999 – Mar 2002

Sammelman Mortgage, Inc. Covina, California.

Founder and President of a private mortgage banking serving the Greater Los Angeles and Orange County areas. The corporation was profitably sold in March 2002 to a private investment group.

V.P. of Marketing and Technology

Oct. 1995 – Mar 1999

First National Funding Group, West Covina, California

Execute and deliver Internal Rate Locks. Manage and coordinate warehouse pipeline. Ensured swift investor purchases. Management Information Systems Coordinator.

AFFILIATIONS

Treasurer, Montclair Villas HOA, Incline Village, NV

Federal Aviation Administration, Private Pilot.

California Department of Real Estate, Real Estate Broker. Notary Public, State of California.

Eagle Scout, Boy Scouts of America. Order of the Arrow, Vigil Honor.

EDUCATION

Graduate, California State University at Fullerton. School of Business Administration and Economics. Major Business with concentration in Finance and Banking. Minor in Economics.

CINDY SOLIS

Cindy Solis
1290 Sullivan Ln. # F
Sparks, NV 89431
ceesol30@gmail.com
323-517-5806

Dear Hiring Manager,

I am writing to express my interest as the Volunteer Audit Committee member for Incline Village. With a strong academic background in communications and a passion for financial undertakings, I am excited about the opportunity to apply my accounting and audit skills to support your team.

I have a bachelors in Communication Studies from California State University Northridge and a vast professional background in the accounting and financial industry. As a staff accountant for a cannabis production facility in Nevada, I developed a solid understanding of financial principles, auditing procedures, and accounting software. Through my employment history, I gained hands-on experience in analyzing financial data, conducting audits, and preparing financial statements. Additionally, my attention to detail and analytical mindset enable me to identify discrepancies and recommend corrective actions effectively.

What truly drives me is the opportunity to make a positive impact through my work. I am drawn to the IVGID mission of “delivering proper recreational experiences through the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability” and eager to contribute my expertise to help achieve your goals. Volunteering with your organization would not only allow me to gain practical experience in auditing but also provide me with the opportunity to give back to the community and make a difference. Furthermore, I am highly motivated to continue learning and expand my skills in accounting and auditing. Volunteering with IVGID would offer me valuable hands-on experience and exposure to real-world audit processes at a municipality level, further enhancing my professional development as an accountant.

I am confident that my academic background, coupled with my passion for accounting, make me a strong candidate for this position. Thank you for considering my application. I am eager to discuss how my skills and experiences align with the needs of your team. I look forward to the opportunity to contribute to IVGID and support your mission.

Thank you,

Cindy Solis

CINDYSOLIS

• Finance & Accounting•

About Me

Staff Accountant with over three years in the accounting industry. Highly dependable leader in both corporate and nonprofit sectors with keen attention to detail, communication, and dedication to accuracy. Desire to work in a mid to senior level accounting position with a fast-growing company.

Education

California State University Northridge- B.A Communication Studies – 2015

Experience

- **Adaptive HR-** Staff Accountant – Mar 2023 – Present
 - Assist in billing and invoicing, working both in AR and AP and processing cash collections as part of AR function
 - Support with federal and state filing requirements
 - Support the audit/review of our financial statements by our external auditors
 - Preparation of journal entries related to monthly General Ledger activity and adjusting journal entries
 - Prepare business license renewals
- **Faith In Action Nevada** - Accounting Specialist – Jan 2021 – Feb 2023
 - Organized internal operations and bookkeeping for 501(c)3 state nonprofit
 - Quality Control and general ledger upkeep for grant tracking and donations
 - Preparing financial statements and grant budget reports
 - Research new funding opportunities including submitting Request for Proposals (RFP's).
 - Donor/Supporter database management and data analysis for recurring donors, active donors and new fundraising opportunities
- **FieldWorks LLC** - Deputy Director – Aug 2020 – Dec 2020
 - Quality-control and data administration for climate reality action fund. Ensuring compliance with regulations, program implementation and daily goals
 - Program planning, recruitment, operation, and canvasser training
 - Cutting turf and assigning precincts for door-to-door campaign
- **MedGyn Products** - Billing Specialist – May 2018 – Nov 2019
 - Processing work orders and sending invoices/billing updates to both National and international clients and sales managers
 - Receiving and tracking incoming payments for accurate reporting of billing data. Back-order support and payment processing through accounts payable system
- **TCA Architects** - Administrative Assistant – Feb 2016 – May 2017
 - Office management and executive support to Vice President
 - Events management and logistics for Staff development and team building
 - Liaison between construction co. and contacts with project managers and designers
- **JP Morgan Chase Bank-** Senior Teller – Feb 2011 – Feb 2017
 - Competence in basic math and proficiency in processing all banking transactions and monetary instruments
 - Awareness of providing excellent service by maintaining customer satisfaction and creating trust to generate a return business
 - Highly trained in meeting and dealing with the public in a friendly manner
 - Maintain and balance a daily cash drawer

Skills

- Quickbooks
- Hubspot
- SalesForce,
- Canva
- Salsa CRM/Engage
- Hootsuite
- Microsoft office programs
- Adobe programs
- G-Suites
- VAN Voter File

References – Available upon request

**SARA
THOMAS**

Sara Thomas

Carson City, NV
sara.kthomas86@gmail.com
+1 775 301 5090

Hardworking and passionate job seeker with strong organizational skills eager to secure entry-level property management position. Ready to help team achieve company goals.

Authorized to work in the US for any employer

Work Experience

Hotel Night Audit

Super 8 Motel - Carson City, NV
March 2020 to Present

- Generated daily reports to keep leadership informed about arrivals, departures and overall occupancy.
- Contributed to increased hotel revenue by accurately balancing daily transactions and identifying discrepancies.
- Trained new night auditors, providing guidance on best practices for exceptional customer service and accurate reporting.
- Monitored shift logs for notable hotel operations information and reported findings to leadership.
- Conducted routine walk-throughs of hotel facilities, ensuring security measures were in place and identifying potential maintenance issues for prompt resolution.
- Assisted guests with after-hours check-ins and check-outs, providing a welcoming atmosphere despite late-night arrivals or departures.
- Oversaw financial transactions during evening hours, ensuring accurate billing for guests while minimizing errors or discrepancies that could impact revenue collection efforts later on.
- Conducted check-in procedures for 20+ guests every shift using Synxis.
- Acted as manager on duty during overnight shift 7 times per week.
- Assisted housekeeping department with making the beds, wiping down furniture and vacuuming each room.

Hotel Front Desk

Hardman House Hotel - Carson City, NV
April 2018 to December 2019

- Greeted visitors and customers upon arrival, offered assistance, and answered questions to build rapport and retention.
- Used internal software to process reservations, check-ins and check-outs.
- Collected room deposits, fees, and payments.
- Greeted guests at front desk and engaged in pleasant conversations while managing check-in process.
- Streamlined check-in and checkout processes to improve efficiency and reduce wait times.
- Entered and updated sensitive customer information during check-ins and room changes.
- Handled guest complaints professionally, resolving issues quickly to maintain high levels of satisfaction.
- Collaborated with other housekeeping staff to complete tasks efficiently and effectively.
- Maintained a spotless environment for guests through diligent daily housekeeping tasks.

Phone Operator

Twin City Answering Service - Monroe, LA

January 2016 to January 2018

- Operated telephone operating system and documented calls in our computer software.
- Reduced call wait times for improved customer experience by efficiently routing calls to appropriate departments.
- Managed a high volume of inbound calls while accurately documenting interactions in the company database.
- Assisted callers with problem resolution, ensuring satisfactory outcomes for both customers and the company.
- Enhanced customer satisfaction by promptly answering calls and addressing their inquiries.
- Maintained strict confidentiality of client information in compliance with privacy regulations and company guidelines.

Retail Sales Associate

Burlington Coat Factory - Carson City, NV

June 2013 to November 2017

- Helped customers locate products and checked store system for merchandise at other sites.
- Provided positive first impressions to welcome existing, new, and potential customers.
- Prepared merchandise for sales floor by pricing or tagging.
- Answered customer questions about sizing, accessories, and merchandise care.
- Organized racks and shelves to maintain store visual appeal, engage customers, and promote specific merchandise.
- Handled cash transactions efficiently while adhering to company cash handling policies, ensuring accuracy in all financial exchanges.
- Rotated stock and restocked shelves to maintain product availability and store appearance.

Laundry Attendant

Fluff n Fold Laundry Matt - Carson City, NV

October 2010 to April 2013

- Set up wash and dry cycles with appropriate settings such as spin speed, temperature, and cleaning agents.
- Operated laundry equipment and loaded machines, paying careful attention to capacity restrictions.
- Assisted with cleaning and maintenance of laundry equipment to keep machines in proper working order.
- Handled cash transactions accurately, ensuring proper documentation for financial records.
- Maintained a clean and safe environment for guests through regular inspection and cleaning tasks.
- Kept facilities clean, neat, and organized to give areas professional and fresh appeal.

Education

Douglas High School - Minden, NV

August 2003 to June 2005

Skills

- Night Audit
- Guest Services
- Cash Handling
- Microsoft Office
- Microsoft Windows
- Sales
- Cleaning Experience
- Accounting
- Microsoft Excel
- Front Desk
- Operating Systems
- Auditing
- Time management
- Communication skills
- Organizational skills
- Computer skills
- English
- Computer skills
- Supervising experience
- Cash handling
- English
- Communication skills
- Hospitality
- Typing
- Customer service
- Administrative experience
- Microsoft Word

Certifications and Licenses

Driver's License

June 2022 to December 2026

Assessments

Work style: Reliability — Proficient

December 2023

Tendency to be reliable, dependable, and act with integrity at work

Full results: [Proficient](#)

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.



TREASURER'S REPORT

FEBRUARY 2024

Incline Village General Improvement District

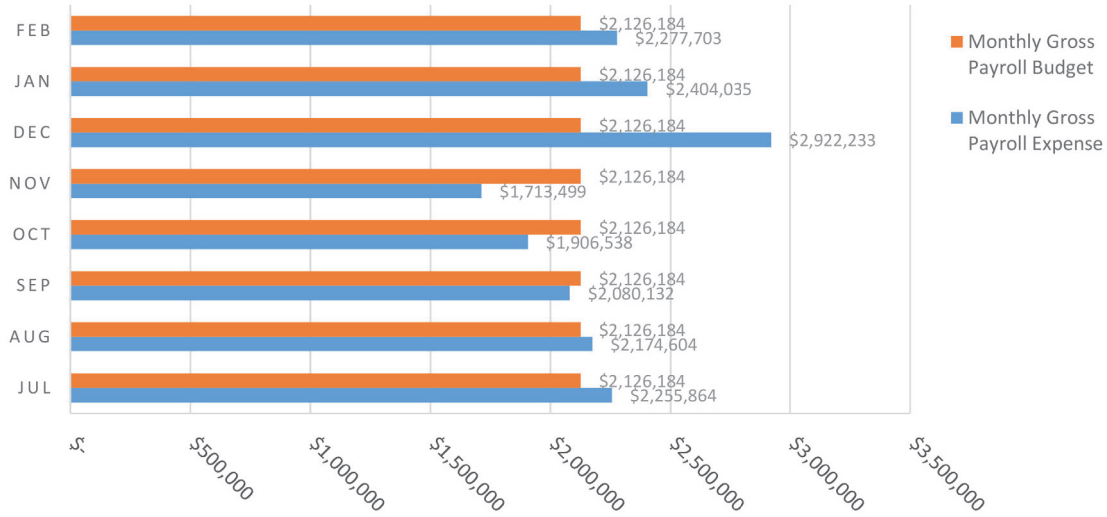
CONTENTS

Monthly Expenses	1
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Appendix A – Disbursements Greater Than \$50,000	6
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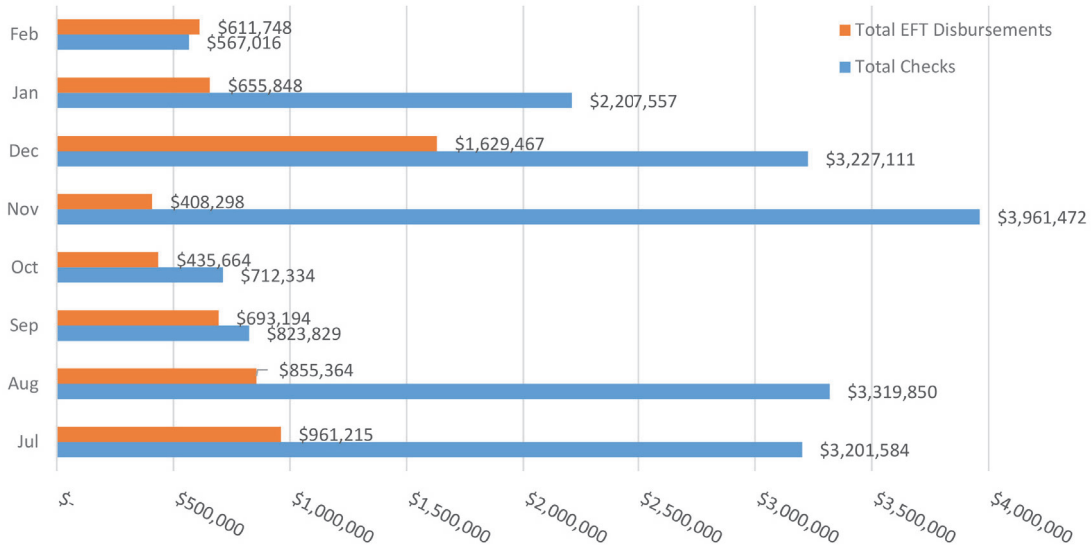
*NOTE: Financial records are not yet closed for the months of July 2023 – February 2024.
Reports are subject to change as additional information is available and updated.*



Gross Payroll Expenses



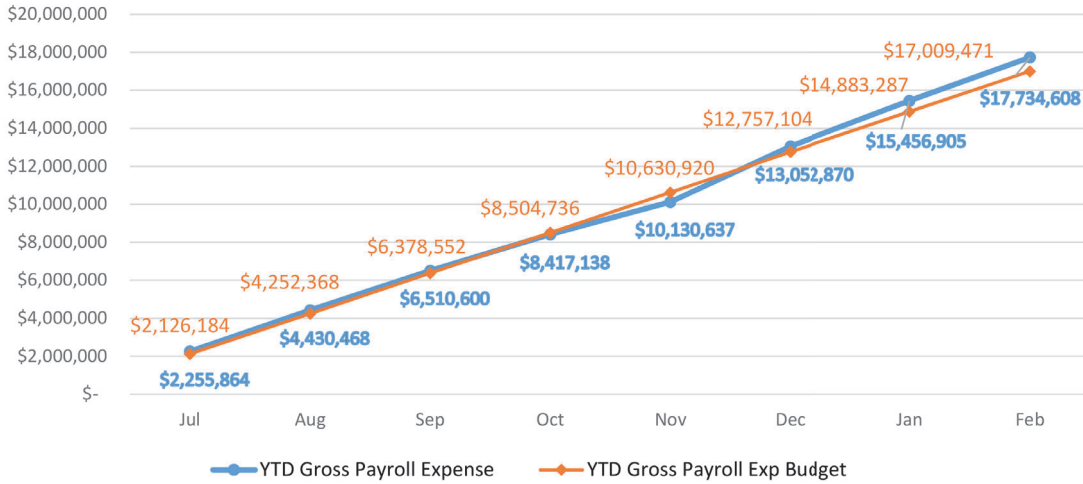
Accounts Payable Expenses



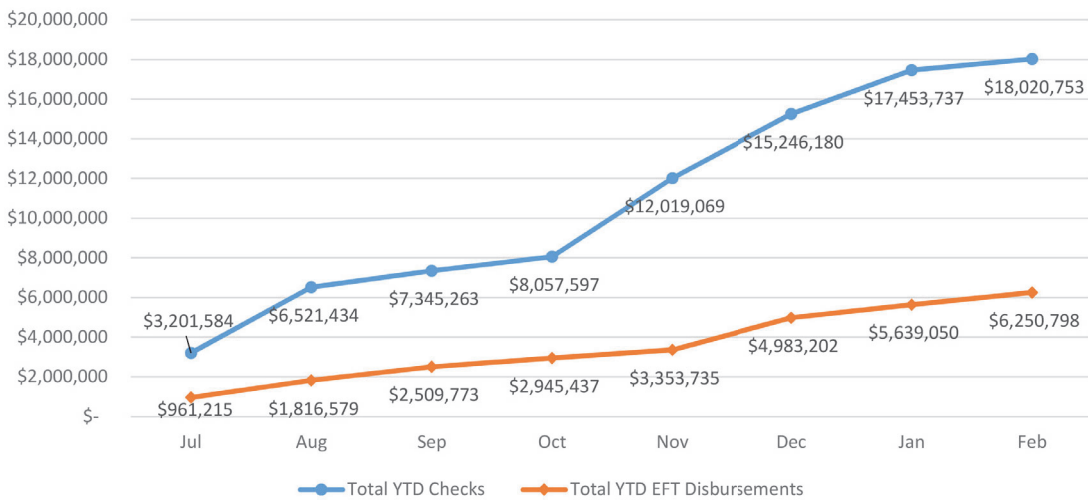
Total February Gross Payroll Expenses \$ 2,277,703
 Total February AP EFT Disbursements \$ 611,748
 Total February AP Checks \$ 567,016
 Total February Payroll and Accounts Payable \$ 3,456,467



YTD Gross Payroll Expenses

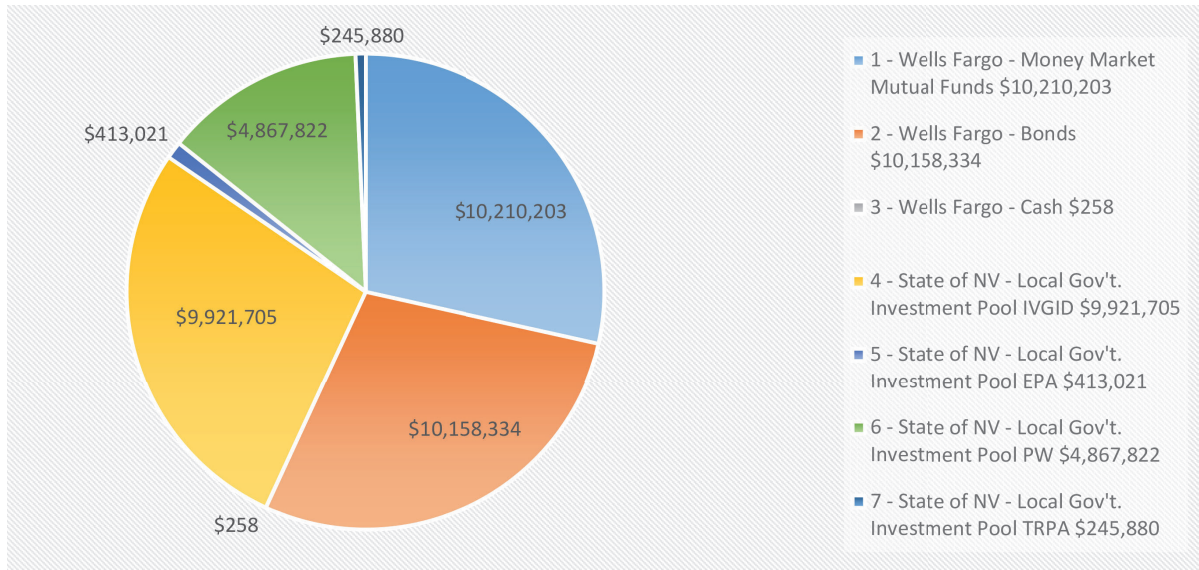


YTD Accounts Payable Expenses



Total YTD Gross Payroll Expenses	\$ 17,734,608
Total YTD AP Checks	\$ 18,020,753
Total YTD AP EFT Disbursements	\$ 6,250,798
Total YTD Payroll and Accounts Payable	\$ 42,006,159

Total Investments



Total Market Value of Investments \$ 35,817,223
 Total Monthly Change in Value of Investments \$ 211,458
 Total Monthly Change Due to Withdrawals for Debt Svc \$ (26,988)

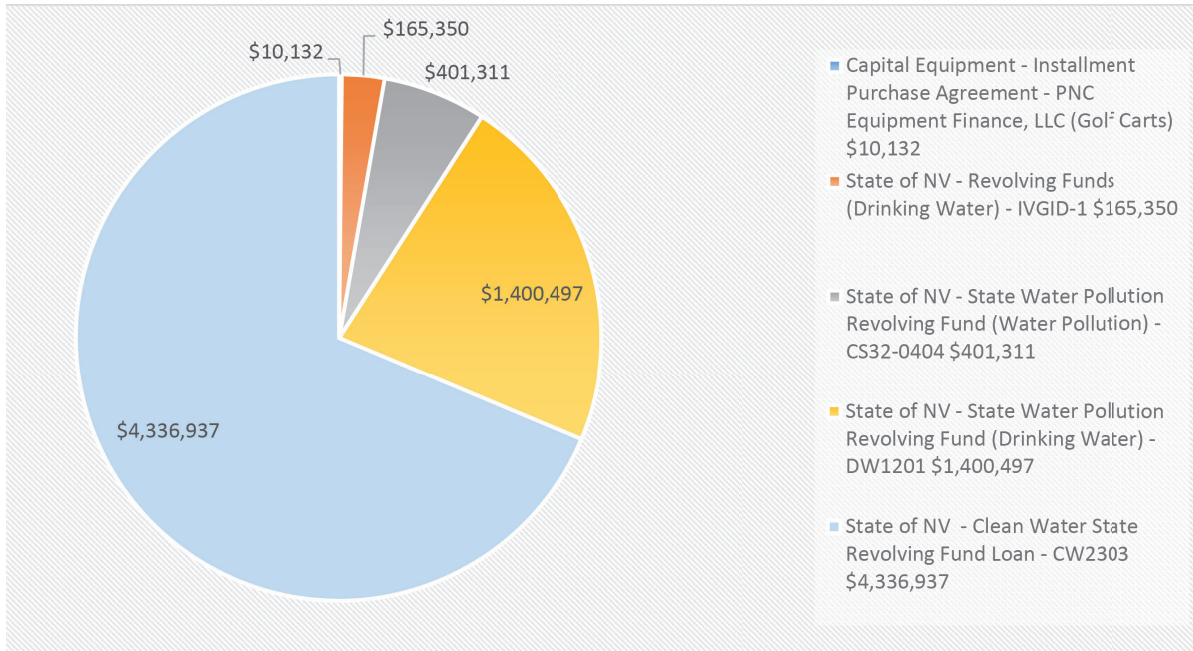
Wells Fargo Account



Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 12,501,797	\$ 41,541
Portion owed to Vets Club	29,387	\$ -
Portion owed to TWSA	253,829	\$ -
Total Wells Fargo Operating Account	12,785,013	\$ 41,541
Flexible Spending Account	1,836	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	3,894	\$ -
Totals	\$ 12,790,743	\$ 41,541

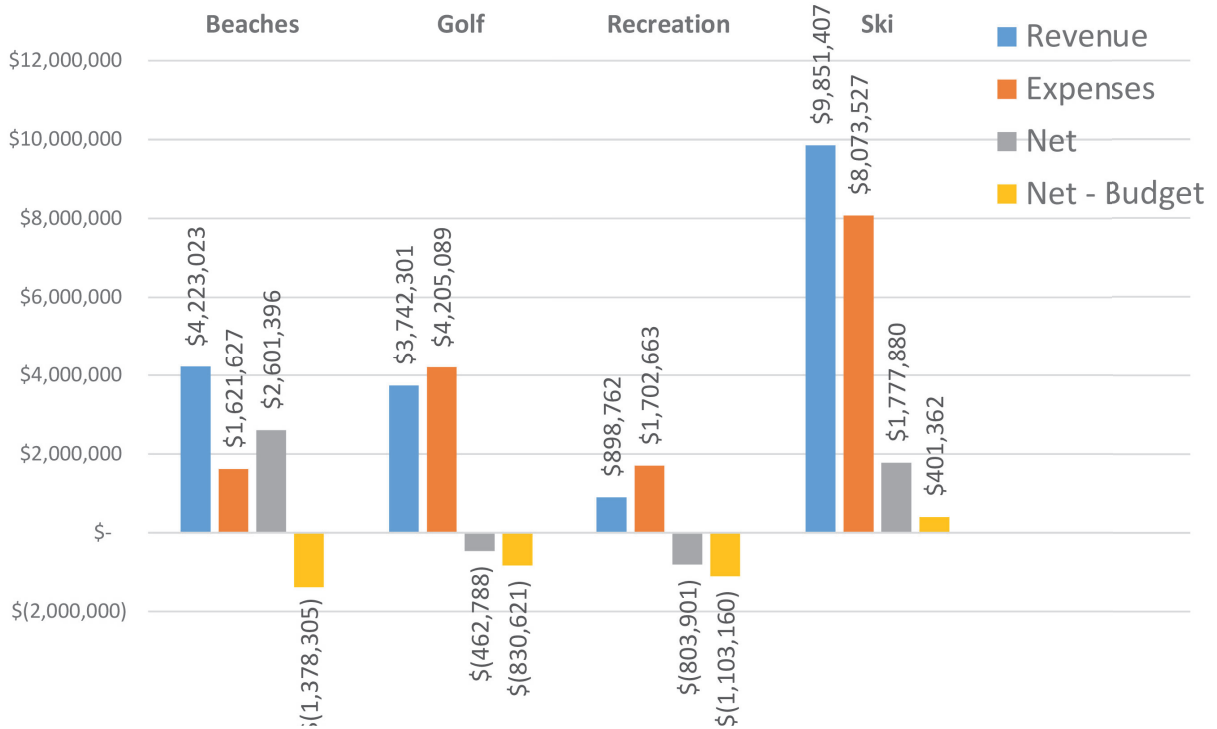
Total Earnings and Change in Market Value \$ 211,458
 Total Monthly Dividends \$ 41,541
Total Monthly Change in Value and Dividends \$ 252,999

Debt Service



Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$10,132	6/30/2024	\$ 10,132	\$ 156	3/1/2024	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$165,350	7/1/2025	\$ 165,350	\$ 425	7/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$401,311	1/1/2026	\$ 401,311	\$ 911	7/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,400,497	1/1/2032	\$ 1,400,497	\$ 2,789	7/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan - CW2303 \$4,336,937	7/1/2053	\$ 4,336,937	2.19%	TBD	TBD
TOTALS		\$ 6,314,227			

Cost Center YTD Revenues vs. YTD Expenses



Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 4,223,023	\$ 1,621,627	\$ 2,601,396	\$ (1,378,305)
Golf	\$ 3,742,301	\$ 4,205,089	\$ (462,788)	\$ (830,621)
Recreation	\$ 898,762	\$ 1,702,663	\$ (803,901)	\$ (1,103,160)
Ski	\$ 9,851,407	\$ 8,073,527	\$ 1,777,880	\$ 401,362
TOTALS	\$ 18,715,493	\$ 15,602,906	\$ 3,112,587	\$ (2,910,724)

Breakdown of Expenditures



Cost Center	YTD Sal & Benefits	YTD Operating Exp.	YTD Capital Expenditures	YTD Total Expenditures
Beaches	\$ 1,084,091	\$ 467,206	\$ 70,330	\$ 1,621,627
Golf	\$ 2,082,531	\$ 1,453,566	\$ 668,992	\$ 4,205,089
Recreation	\$ 1,197,975	\$ 503,244	\$ 1,444	\$ 1,702,663
Ski	\$ 3,500,423	\$ 2,723,964	\$ 1,849,140	\$ 8,073,527
TOTALS	\$ 7,865,020	\$ 5,147,980	\$ 2,589,906	\$ 15,602,906



APPENDIX A

DISBURSEMENTS
GREATER THAN \$50,000

Disbursements Greater Than \$50,000

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8599	02/28/24	EFT	DOWL, LLC	62,785.00
11821910	02/20/24	PRINTED	NV Energy	240,837.75
11821917	02/22/24	PRINTED	Ferguson Waterworks - 1423	60,126.00

APPENDIX B

CHECK REGISTER

Check Register

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8521	02/09/2024	EFT	Baker Tilly US, LLP	13,118.75	Financial Administration	Accounting
8568	02/20/2024	EFT	MR Copy Inc	8,462.00	Financial Administration	Accounting
8512	02/06/2024	EFT	Sierra Electronics	108.03	Beach	Administration
8542	02/13/2024	EFT	MR Copy Inc	25.00	Championship Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	25.00	Championship Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	24.99	Championship Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	24.99	Championship Course	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Championship Course	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Championship Course	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	55.98	Diamond Peak Ski Resort	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	399.98	Diamond Peak Ski Resort	Administration
8489	02/02/2024	EFT	Halo Branded Solutions, INC	1,429.02	Diamond Peak Ski Resort	Administration
8524	02/09/2024	EFT	Halo Branded Solutions, INC	1,900.00	Diamond Peak Ski Resort	Administration
8489	02/02/2024	EFT	Halo Branded Solutions, INC	1,138.38	Diamond Peak Ski Resort	Administration
8489	02/02/2024	EFT	Halo Branded Solutions, INC	2,596.42	Diamond Peak Ski Resort	Administration
8609	02/28/2024	EFT	MR Copy Inc	1.76	Diamond Peak Ski Resort	Administration
8609	02/28/2024	EFT	MR Copy Inc	63.57	Diamond Peak Ski Resort	Administration
8526	02/09/2024	EFT	MR Copy Inc	245.53	Diamond Peak Ski Resort	Administration
8526	02/09/2024	EFT	MR Copy Inc	378.15	Diamond Peak Ski Resort	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Diamond Peak Ski Resort	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Diamond Peak Ski Resort	Administration
8535	02/13/2024	EFT	Amazon Capital Services, INC	(268.65)	General Government	Administration
8535	02/13/2024	EFT	Amazon Capital Services, INC	91.37	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	80.58	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	(29.85)	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	(59.70)	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	(119.40)	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	(149.25)	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	626.85	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	626.85	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	119.60	General Government	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	174.80	General Government	Administration
8502	02/06/2024	EFT	BAVS SM-LLC	614.00	General Government	Administration
8564	02/20/2024	EFT	BAVS SM-LLC	1,388.00	General Government	Administration
8502	02/06/2024	EFT	BAVS SM-LLC	638.00	General Government	Administration
8552	02/15/2024	EFT	First Choice Services	35.00	General Government	Administration
8552	02/15/2024	EFT	First Choice Services	76.90	General Government	Administration
8580	02/22/2024	EFT	Moss Adams LLP	9,918.14	General Government	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	General Government	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	General Government	Administration
8494	02/02/2024	EFT	Pitney Bowes Inc	502.71	General Government	Administration



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8611	02/28/2024	EFT	Pitney Bowes Inc	502.71	General Government	Administration
8530	02/09/2024	EFT	Swift Communications of California, Inc	205.50	General Government	Administration
8568	02/20/2024	EFT	MR Copy Inc	78.28	Mountain Course	Administration
8568	02/20/2024	EFT	MR Copy Inc	99.18	Mountain Course	Administration
8568	02/20/2024	EFT	MR Copy Inc	149.16	Mountain Course	Administration
8568	02/20/2024	EFT	MR Copy Inc	156.97	Mountain Course	Administration
8568	02/20/2024	EFT	MR Copy Inc	49.97	Mountain Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Mountain Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Mountain Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Mountain Course	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Mountain Course	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Other Recreation	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Other Recreation	Administration
8535	02/13/2024	EFT	Amazon Capital Services, INC	18.79	Recreation Center	Administration
8547	02/15/2024	EFT	Amazon Capital Services, INC	38.63	Recreation Center	Administration
8609	02/28/2024	EFT	MR Copy Inc	399.07	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8542	02/13/2024	EFT	MR Copy Inc	15.00	Recreation Center	Administration
8565	02/20/2024	EFT	DOWL, LLC	1,807.50	Sewer	Administration
8565	02/20/2024	EFT	DOWL, LLC	1,012.00	Sewer	Administration
8606	02/28/2024	EFT	Jacobs Engineering Group Inc	4,687.00	Sewer	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Sewer	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Sewer	Administration
8616	02/28/2024	EFT	Silver State Law LLC	179.69	Sewer	Administration
8568	02/20/2024	EFT	MR Copy Inc	62.17	TWSA	Administration
8575	02/22/2024	EFT	DOWL, LLC	285.00	Water	Administration
8565	02/20/2024	EFT	DOWL, LLC	14,747.50	Water	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Water	Administration
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Water	Administration
8586	02/22/2024	EFT	Resource Concepts, Inc.	1,252.50	Water	Administration
8586	02/22/2024	EFT	Resource Concepts, Inc.	2,135.50	Water	Administration
8616	02/28/2024	EFT	Silver State Law LLC	179.69	Water	Administration
8519	02/09/2024	EFT	Amazon Capital Services, INC	161.58	Recreation Programs	Adult Sports
8499	02/06/2024	EFT	Airgas National Carbonation	86.69	Beach	Aquatics
8559	02/20/2024	EFT	Airgas National Carbonation	294.67	Beach	Aquatics



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8499	02/06/2024	EFT	Airgas National Carbonation	278.77	Beach	Aquatics
8547	02/15/2024	EFT	Amazon Capital Services, INC	(74.94)	Beach	Aquatics
8547	02/15/2024	EFT	Amazon Capital Services, INC	(89.97)	Beach	Aquatics
8535	02/13/2024	EFT	Amazon Capital Services, INC	(74.82)	Beach	Aquatics
8519	02/09/2024	EFT	Amazon Capital Services, INC	30.40	Beach	Aquatics
8558	02/20/2024	EFT	Airgas Inc	566.68	Recreation Center	Aquatics
8547	02/15/2024	EFT	Amazon Capital Services, INC	51.12	Recreation Center	Aquatics
8519	02/09/2024	EFT	Amazon Capital Services, INC	32.98	Recreation Center	Aquatics
8603	02/28/2024	EFT	Gwynne Cunningham	93.80	Recreation Center	Aquatics
8512	02/06/2024	EFT	Sierra Electronics	130.53	Beach	Beach Hosts
8555	02/15/2024	EFT	A-1 National Fire Co / DBA Summit Companies	845.25	Buildings	Building Maintenance
8555	02/15/2024	EFT	A-1 National Fire Co / DBA Summit Companies	400.50	Buildings	Building Maintenance
8555	02/15/2024	EFT	A-1 National Fire Co / DBA Summit Companies	398.25	Buildings	Building Maintenance
8555	02/15/2024	EFT	A-1 National Fire Co / DBA Summit Companies	501.00	Buildings	Building Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	58.47	Buildings	Building Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	83.99	Buildings	Building Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	47.88	Buildings	Building Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	85.00	Buildings	Building Maintenance
8503	02/06/2024	EFT	Building Control Services, Inc.	683.21	Buildings	Building Maintenance
8549	02/15/2024	EFT	Building Control Services, Inc.	1,176.64	Buildings	Building Maintenance
8503	02/06/2024	EFT	Building Control Services, Inc.	2,471.25	Buildings	Building Maintenance
8576	02/22/2024	EFT	Great Basin Entry Inc	3,754.96	Buildings	Building Maintenance
8538	02/13/2024	EFT	Richard Clark	750.00	Buildings	Building Maintenance
8550	02/15/2024	EFT	Richard Clark	1,875.00	Buildings	Building Maintenance
8590	02/22/2024	EFT	Tahoe Supply Company LLC	62.62	Buildings	Building Maintenance
8556	02/15/2024	EFT	Tahoe Supply Company LLC	676.20	Buildings	Building Maintenance
8500	02/06/2024	EFT	ALSCO	1.27	Facilities	Chateau
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Facilities	Chateau
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Facilities	Chateau
8562	02/20/2024	EFT	Amazon Capital Services, INC	80.98	Diamond Peak Ski Resort	Child Ski Center
8535	02/13/2024	EFT	Amazon Capital Services, INC	142.47	Diamond Peak Ski Resort	Child Ski Center
8519	02/09/2024	EFT	Amazon Capital Services, INC	17.97	Diamond Peak Ski Resort	Child Ski Center
8519	02/09/2024	EFT	Amazon Capital Services, INC	152.92	Diamond Peak Ski Resort	Child Ski Center
8524	02/09/2024	EFT	Halo Branded Solutions, INC	611.00	Diamond Peak Ski Resort	Child Ski Center
8604	02/28/2024	EFT	Halo Branded Solutions, INC	1,545.42	Diamond Peak Ski Resort	Child Ski Center
8604	02/28/2024	EFT	Halo Branded Solutions, INC	1,949.72	Diamond Peak Ski Resort	Child Ski Center
8516	02/06/2024	EFT	UJLINE, Inc	204.42	Diamond Peak Ski Resort	Child Ski Center
8621	02/28/2024	EFT	US Foodservice, Inc.	86.73	Diamond Peak Ski Resort	Child Ski Center
8534	02/09/2024	EFT	US Foodservice, Inc.	691.36	Diamond Peak Ski Resort	Child Ski Center
8501	02/06/2024	EFT	Andrew Morris	200.00	Water	Compliance Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	23.69	Championship Course	Course Maintenance



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8537	02/13/2024	EFT	Cashman Equipment Company	786.74	Championship Course	Course Maintenance
8605	02/28/2024	EFT	Hero Environmental LLC	2,402.50	Championship Course	Course Maintenance
8496	02/02/2024	EFT	Stotz Equipment	200.40	Championship Course	Course Maintenance
8537	02/13/2024	EFT	Cashman Equipment Company	786.73	Mountain Course	Course Maintenance
8496	02/02/2024	EFT	Stotz Equipment	200.40	Mountain Course	Course Maintenance
8542	02/13/2024	EFT	MR Copy Inc	15.00	Championship Course	Course Operations
8542	02/13/2024	EFT	MR Copy Inc	15.00	Championship Course	Course Operations
8542	02/13/2024	EFT	MR Copy Inc	15.00	Championship Course	Course Operations
8542	02/13/2024	EFT	MR Copy Inc	15.00	Championship Course	Course Operations
8512	02/06/2024	EFT	Sierra Electronics	145.53	Championship Course	Course Operations
8512	02/06/2024	EFT	Sierra Electronics	123.03	Mountain Course	Course Operations
8512	02/06/2024	EFT	Sierra Electronics	93.03	Mountain Course	Course Operations
8512	02/06/2024	EFT	Sierra Electronics	40.53	Mountain Course	Course Operations
8506	02/06/2024	EFT	Dell Marketing, L.P.(software-was ASAP)	2,004.24	Championship Course	Driving Range
8535	02/13/2024	EFT	Amazon Capital Services, INC	112.18	Engineering	Engineering Operations
8568	02/20/2024	EFT	MR Copy Inc	124.33	Engineering	Engineering Operations
8560	02/20/2024	EFT	Alpine Smith, Inc	336.20	Fleet	Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	32.49	Fleet	Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	67.75	Fleet	Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	23.30	Fleet	Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	69.99	Fleet	Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	31.80	Fleet	Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	100.19	Fleet	Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	297.57	Fleet	Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	171.90	Fleet	Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	36.93	Fleet	Equipment Maintenance
8535	02/13/2024	EFT	Amazon Capital Services, INC	67.89	Fleet	Equipment Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	88.68	Fleet	Equipment Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	10.62	Fleet	Equipment Maintenance
8581	02/22/2024	EFT	Municipal Maintenance Equipment	1,381.48	Fleet	Equipment Maintenance
8495	02/02/2024	EFT	Shafer Equipment Company Inc.	998.15	Fleet	Equipment Maintenance
8578	02/22/2024	EFT	Shannon Marie Salsby	29.00	Fleet	Equipment Maintenance
8528	02/09/2024	EFT	Silver State International	10,200.77	Fleet	Equipment Maintenance
8554	02/15/2024	EFT	Stotz Equipment	162.60	Fleet	Equipment Maintenance
8617	02/28/2024	EFT	Stotz Equipment	252.29	Fleet	Equipment Maintenance
8590	02/22/2024	EFT	Tahoe Supply Company LLC	165.94	Fleet	Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	19.99	Recreation Center	Fitness
8547	02/15/2024	EFT	Amazon Capital Services, INC	(199.92)	Championship Course	Food & Beverage
8535	02/13/2024	EFT	Amazon Capital Services, INC	(24.99)	Championship Course	Food & Beverage
8512	02/06/2024	EFT	Sierra Electronics	40.53	Championship Course	Food & Beverage
8546	02/15/2024	EFT	ALSCO	275.02	Diamond Peak Ski Resort	Food & Beverage



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8561	02/20/2024	EFT	ALSCO	275.02	Diamond Peak Ski Resort	Food & Beverage
8500	02/06/2024	EFT	ALSCO	275.02	Diamond Peak Ski Resort	Food & Beverage
8500	02/06/2024	EFT	ALSCO	276.52	Diamond Peak Ski Resort	Food & Beverage
8519	02/09/2024	EFT	Amazon Capital Services, INC	156.82	Diamond Peak Ski Resort	Food & Beverage
8551	02/15/2024	EFT	Cozzini Bros. Inc	51.00	Diamond Peak Ski Resort	Food & Beverage
8551	02/15/2024	EFT	Cozzini Bros. Inc	79.50	Diamond Peak Ski Resort	Food & Beverage
8579	02/22/2024	EFT	Linde Gas & Equipment Inc.	360.18	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	25.00	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	25.00	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	0.02	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	24.99	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	0.02	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	24.99	Diamond Peak Ski Resort	Food & Beverage
8542	02/13/2024	EFT	MR Copy Inc	24.99	Diamond Peak Ski Resort	Food & Beverage
8613	02/28/2024	EFT	Raley's	17.20	Diamond Peak Ski Resort	Food & Beverage
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	351.76	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	616.35	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	930.10	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	436.82	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	302.62	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	563.90	Diamond Peak Ski Resort	Food & Beverage
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	710.07	Diamond Peak Ski Resort	Food & Beverage
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	939.40	Diamond Peak Ski Resort	Food & Beverage
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	7.00	Diamond Peak Ski Resort	Food & Beverage
8534	02/09/2024	EFT	US Foodservice, Inc.	447.84	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	647.05	Diamond Peak Ski Resort	Food & Beverage
8621	02/28/2024	EFT	US Foodservice, Inc.	68.79	Diamond Peak Ski Resort	Food & Beverage
8621	02/28/2024	EFT	US Foodservice, Inc.	1,635.28	Diamond Peak Ski Resort	Food & Beverage
8621	02/28/2024	EFT	US Foodservice, Inc.	1,513.77	Diamond Peak Ski Resort	Food & Beverage
8621	02/28/2024	EFT	US Foodservice, Inc.	1,605.02	Diamond Peak Ski Resort	Food & Beverage
8570	02/20/2024	EFT	US Foodservice, Inc.	1,163.45	Diamond Peak Ski Resort	Food & Beverage
8570	02/20/2024	EFT	US Foodservice, Inc.	707.17	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	808.97	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	1,669.26	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	1,578.28	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	7.00	Diamond Peak Ski Resort	Food & Beverage
8557	02/15/2024	EFT	US Foodservice, Inc.	876.73	Diamond Peak Ski Resort	Food & Beverage
8534	02/09/2024	EFT	US Foodservice, Inc.	856.59	Diamond Peak Ski Resort	Food & Beverage
8532	02/09/2024	EFT	US Foodservice, Inc.	1,196.61	Diamond Peak Ski Resort	Food & Beverage
8532	02/09/2024	EFT	US Foodservice, Inc.	1,432.85	Diamond Peak Ski Resort	Food & Beverage
8532	02/09/2024	EFT	US Foodservice, Inc.	67.12	Diamond Peak Ski Resort	Food & Beverage
8532	02/09/2024	EFT	US Foodservice, Inc.	132.80	Diamond Peak Ski Resort	Food & Beverage



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8532	02/09/2024	EFT	US Foodservice, Inc.	1,008.05	Diamond Peak Ski Resort	Food & Beverage
8486	02/02/2024	EFT	ALSCO	395.41	Facilities	Food & Beverage
8486	02/02/2024	EFT	ALSCO	2.60	Facilities	Food & Beverage
8547	02/15/2024	EFT	Amazon Capital Services, INC	16.90	Fleet	Golf Equipment Maintenance
8562	02/20/2024	EFT	Amazon Capital Services, INC	(269.55)	Fleet	Golf Equipment Maintenance
8547	02/15/2024	EFT	Amazon Capital Services, INC	(63.82)	Fleet	Golf Equipment Maintenance
8548	02/15/2024	EFT	ATCO International	1,236.25	Fleet	Golf Equipment Maintenance
8617	02/28/2024	EFT	Stotz Equipment	304.11	Fleet	Golf Equipment Maintenance
8496	02/02/2024	EFT	Stotz Equipment	373.12	Fleet	Golf Equipment Maintenance
8540	02/13/2024	EFT	Infinisource, Inc.DBA ISolved Benefit Services	522.75	Personnel Administration	Human Resources
8542	02/13/2024	EFT	MR Copy Inc	15.00	Diamond Peak Ski Resort	Hyatt Shop
8542	02/13/2024	EFT	MR Copy Inc	15.00	Diamond Peak Ski Resort	Hyatt Shop
8542	02/13/2024	EFT	MR Copy Inc	15.00	Diamond Peak Ski Resort	Hyatt Shop
8542	02/13/2024	EFT	MR Copy Inc	15.00	Diamond Peak Ski Resort	Hyatt Shop
8519	02/09/2024	EFT	Amazon Capital Services, INC	54.96	Financial Administration	Information Services
8571	02/22/2024	EFT	Amazon Capital Services, INC	48.99	Financial Administration	Information Services
8571	02/22/2024	EFT	Amazon Capital Services, INC	9.89	Financial Administration	Information Services
8562	02/20/2024	EFT	Amazon Capital Services, INC	188.35	Financial Administration	Information Services
8562	02/20/2024	EFT	Amazon Capital Services, INC	37.65	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	(39.00)	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	7.75	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	7.87	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	17.98	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	12.99	Financial Administration	Information Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	(13.00)	Financial Administration	Information Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	499.99	Financial Administration	Information Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	11.69	Financial Administration	Information Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	76.44	Financial Administration	Information Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	(756.60)	Financial Administration	Information Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	(26.00)	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	299.98	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	599.96	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	679.96	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	206.99	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	155.96	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	49.19	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	12.99	Financial Administration	Information Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	8.99	Financial Administration	Information Services
8597	02/28/2024	EFT	Dell Marketing LP C/O Dell USA L.P.	9,513.91	Financial Administration	Information Services
8506	02/06/2024	EFT	Dell Marketing, L.P.(software-was ASAP)	257.39	Financial Administration	Information Services
8574	02/22/2024	EFT	Dell Marketing, L.P.(software-was ASAP)	7,676.51	Financial Administration	Information Services



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8562	02/20/2024	EFT	Amazon Capital Services, INC	36.49	Diamond Peak Ski Resort	Lift Operations
8547	02/15/2024	EFT	Amazon Capital Services, INC	(491.76)	Diamond Peak Ski Resort	Lift Operations
8535	02/13/2024	EFT	Amazon Capital Services, INC	139.80	Diamond Peak Ski Resort	Lift Operations
8535	02/13/2024	EFT	Amazon Capital Services, INC	129.98	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	260.30	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	54.34	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	16.85	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	15.49	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	(97.37)	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	88.97	Diamond Peak Ski Resort	Lift Operations
8519	02/09/2024	EFT	Amazon Capital Services, INC	(270.40)	Diamond Peak Ski Resort	Lift Operations
8547	02/15/2024	EFT	Amazon Capital Services, INC	307.43	Diamond Peak Ski Resort	Marketing
8519	02/09/2024	EFT	Amazon Capital Services, INC	25.00	Diamond Peak Ski Resort	Marketing
8523	02/09/2024	EFT	David Cummings	500.00	Diamond Peak Ski Resort	Marketing
8598	02/28/2024	EFT	Dominic Morelli	500.00	Diamond Peak Ski Resort	Marketing
8509	02/06/2024	EFT	Gilbert R Gaus	500.00	Diamond Peak Ski Resort	Marketing
8577	02/22/2024	EFT	Halo Branded Solutions, INC	1,150.00	Diamond Peak Ski Resort	Marketing
8529	02/09/2024	EFT	Sterling Valley Systems Dba:Inntopia	1,774.00	Diamond Peak Ski Resort	Marketing
8600	02/28/2024	EFT	EXL Media	1,183.92	Facilities	Marketing
8562	02/20/2024	EFT	Amazon Capital Services, INC	34.86	Beach	Park Services
8562	02/20/2024	EFT	Amazon Capital Services, INC	52.09	Beach	Park Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	22.49	Beach	Park Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	32.83	Beach	Park Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	321.99	Beach	Park Services
8490	02/02/2024	EFT	Hero Environmental LLC	3,426.70	Beach	Park Services
8617	02/28/2024	EFT	Stotz Equipment	1,474.85	Beach	Park Services
8562	02/20/2024	EFT	Amazon Capital Services, INC	25.65	Parks	Park Services
8547	02/15/2024	EFT	Amazon Capital Services, INC	181.00	Parks	Park Services
8535	02/13/2024	EFT	Amazon Capital Services, INC	74.99	Parks	Park Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	66.50	Parks	Park Services
8519	02/09/2024	EFT	Amazon Capital Services, INC	321.98	Parks	Park Services
8508	02/06/2024	EFT	First Choice Services	182.70	Parks	Park Services
8602	02/28/2024	EFT	First Choice Services	80.90	Parks	Park Services
8552	02/15/2024	EFT	First Choice Services	224.80	Parks	Park Services
8526	02/09/2024	EFT	MR Copy Inc	887.06	Parks	Park Services
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Parks	Park Services
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.20	Parks	Park Services
8617	02/28/2024	EFT	Stotz Equipment	1,474.84	Parks	Park Services
8620	02/28/2024	EFT	Tahoe Supply Company LLC	175.14	Parks	Park Services
8590	02/22/2024	EFT	Tahoe Supply Company LLC	246.75	Parks	Park Services
8544	02/13/2024	EFT	Straight Down Enterprises	21.41	Championship Course	Pro Shop



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8562	02/20/2024	EFT	Amazon Capital Services, INC	63.40	Diamond Peak Ski Resort	Property, Parking & Transport
8535	02/13/2024	EFT	Amazon Capital Services, INC	15.98	Diamond Peak Ski Resort	Property, Parking & Transport
8535	02/13/2024	EFT	Amazon Capital Services, INC	9.99	Diamond Peak Ski Resort	Property, Parking & Transport
8519	02/09/2024	EFT	Amazon Capital Services, INC	296.94	Diamond Peak Ski Resort	Property, Parking & Transport
8519	02/09/2024	EFT	Amazon Capital Services, INC	125.85	Diamond Peak Ski Resort	Property, Parking & Transport
8504	02/06/2024	EFT	CC Cleaning Service, LLC	10,695.00	Diamond Peak Ski Resort	Property, Parking & Transport
8556	02/15/2024	EFT	Tahoe Supply Company LLC	1,310.01	Diamond Peak Ski Resort	Property, Parking & Transport
8590	02/22/2024	EFT	Tahoe Supply Company LLC	(666.30)	Diamond Peak Ski Resort	Property, Parking & Transport
8590	02/22/2024	EFT	Tahoe Supply Company LLC	2,982.31	Diamond Peak Ski Resort	Property, Parking & Transport
8590	02/22/2024	EFT	Tahoe Supply Company LLC	99.85	Diamond Peak Ski Resort	Property, Parking & Transport
8556	02/15/2024	EFT	Tahoe Supply Company LLC	68.18	Diamond Peak Ski Resort	Property, Parking & Transport
8535	02/13/2024	EFT	Amazon Capital Services, INC	(69.99)	Sewer	Property, Parking & Transport
8591	02/22/2024	EFT	Thunderbird Communications	4,785.00	Sewer	Pumping
8515	02/06/2024	EFT	Thunderbird Communications	3,219.69	Water	Pumping
8591	02/22/2024	EFT	Thunderbird Communications	4,785.00	Water	Pumping
8500	02/06/2024	EFT	ALSCO	50.32	Recreation Center	Pumping
8486	02/02/2024	EFT	ALSCO	228.78	Recreation Center	Rec Center Operations
8562	02/20/2024	EFT	Amazon Capital Services, INC	71.73	Recreation Center	Rec Center Operations
8547	02/15/2024	EFT	Amazon Capital Services, INC	7.59	Recreation Center	Rec Center Operations
8547	02/15/2024	EFT	Amazon Capital Services, INC	78.32	Recreation Center	Rec Center Operations
8547	02/15/2024	EFT	Amazon Capital Services, INC	175.11	Recreation Center	Rec Center Operations
8504	02/06/2024	EFT	CC Cleaning Service, LLC	6,200.00	Recreation Center	Rec Center Operations
8613	02/28/2024	EFT	Raley's	22.08	Recreation Center	Rec Center Operations
8512	02/06/2024	EFT	Sierra Electronics	55.53	Recreation Center	Rec Center Operations
8556	02/15/2024	EFT	Tahoe Supply Company LLC	592.20	Recreation Center	Rec Center Operations
8562	02/20/2024	EFT	Amazon Capital Services, INC	16.98	Diamond Peak Ski Resort	Rental & Repair Shop
8487	02/02/2024	EFT	Amer Sports Winter & Outdoor	12.00	Diamond Peak Ski Resort	Rental & Repair Shop
8520	02/09/2024	EFT	Amer Sports Winter & Outdoor	300.19	Diamond Peak Ski Resort	Rental & Repair Shop
8563	02/20/2024	EFT	Amer Sports Winter & Outdoor	12.00	Diamond Peak Ski Resort	Rental & Repair Shop
8595	02/28/2024	EFT	Amer Sports Winter & Outdoor	45,000.00	Diamond Peak Ski Resort	Rental & Repair Shop
8520	02/09/2024	EFT	Amer Sports Winter & Outdoor	1,065.93	Diamond Peak Ski Resort	Rental & Repair Shop
8520	02/09/2024	EFT	Amer Sports Winter & Outdoor	2,020.78	Diamond Peak Ski Resort	Rental & Repair Shop
8624	02/28/2024	EFT	Wintersteiger, Inc.	1,304.41	Diamond Peak Ski Resort	Rental & Repair Shop
8613	02/28/2024	EFT	Raley's	93.19	Recreation Programs	Seniors
8585	02/22/2024	EFT	Reno-Tahoe Airport Authority	48.00	Recreation Programs	Seniors
8562	02/20/2024	EFT	Amazon Capital Services, INC	82.91	Sewer	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.33	Sewer	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.33	Sewer	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.33	Sewer	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.33	Sewer	Shared Expenses
8608	02/28/2024	EFT	Motion and Flow Control Products Inc	902.19	Sewer	Shared Expenses



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8562	02/20/2024	EFT	Amazon Capital Services, INC	41.05	Water	Shared Expenses
8562	02/20/2024	EFT	Amazon Capital Services, INC	19.65	Water	Shared Expenses
8547	02/15/2024	EFT	Amazon Capital Services, INC	69.60	Water	Shared Expenses
8547	02/15/2024	EFT	Amazon Capital Services, INC	233.23	Water	Shared Expenses
8535	02/13/2024	EFT	Amazon Capital Services, INC	156.49	Water	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.33	Water	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.32	Water	Shared Expenses
8573	02/22/2024	EFT	Cashman Equipment Company	2,829.32	Water	Shared Expenses
8505	02/06/2024	EFT	DataPrint Services, LLC	272.55	Water	Shared Expenses
8522	02/09/2024	EFT	DataPrint Services, LLC	1,188.45	Water	Shared Expenses
8522	02/09/2024	EFT	DataPrint Services, LLC	775.72	Water	Shared Expenses
8575	02/22/2024	EFT	DOWL, LLC	673.75	Water	Shared Expenses
8599	02/28/2024	EFT	DOWL, LLC	62,785.00	Water	Shared Expenses
8568	02/20/2024	EFT	MR Copy Inc	124.33	Water	Shared Expenses
8584	02/22/2024	EFT	Quadient Leasing USA, Inc	69.15	Water	Shared Expenses
8613	02/28/2024	EFT	Raley's	119.93	Water	Shared Expenses
8613	02/28/2024	EFT	Raley's	11.94	Water	Shared Expenses
8512	02/06/2024	EFT	Sierra Electronics	59.26	Water	Shared Expenses
8547	02/15/2024	EFT	Amazon Capital Services, INC	83.86	Diamond Peak Ski Resort	Ski & Snowboard Sch
8519	02/09/2024	EFT	Amazon Capital Services, INC	84.15	Diamond Peak Ski Resort	Ski & Snowboard Sch
8547	02/15/2024	EFT	Amazon Capital Services, INC	260.46	Fleet	Ski Equipment Maint
8535	02/13/2024	EFT	Amazon Capital Services, INC	251.49	Fleet	Ski Equipment Maint
8535	02/13/2024	EFT	Amazon Capital Services, INC	32.90	Fleet	Ski Equipment Maint
8519	02/09/2024	EFT	Amazon Capital Services, INC	(39.80)	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	736.91	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	487.36	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	450.48	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	342.73	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	365.45	Fleet	Ski Equipment Maint
8614	02/28/2024	EFT	Reno Cycles & Gear	121.54	Fleet	Ski Equipment Maint
8528	02/09/2024	EFT	Silver State International	935.33	Fleet	Ski Equipment Maint
8519	02/09/2024	EFT	Amazon Capital Services, INC	95.96	Diamond Peak Ski Resort	Ski Patrol
8519	02/09/2024	EFT	Amazon Capital Services, INC	21.95	Diamond Peak Ski Resort	Ski Patrol
8519	02/09/2024	EFT	Amazon Capital Services, INC	86.52	Diamond Peak Ski Resort	Ski Patrol
8519	02/09/2024	EFT	Amazon Capital Services, INC	38.21	Diamond Peak Ski Resort	Ski Patrol
8527	02/09/2024	EFT	NorMed	139.24	Diamond Peak Ski Resort	Ski Patrol
8519	02/09/2024	EFT	Amazon Capital Services, INC	182.96	Diamond Peak Ski Resort	Slope Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	53.68	Diamond Peak Ski Resort	Slope Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	195.55	Diamond Peak Ski Resort	Slope Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	89.78	Diamond Peak Ski Resort	Slope Maintenance



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8519	02/09/2024	EFT	Amazon Capital Services, INC	241.29	Diamond Peak Ski Resort	Slope Maintenance
8519	02/09/2024	EFT	Amazon Capital Services, INC	873.52	Diamond Peak Ski Resort	Slope Maintenance
8573	02/22/2024	EFT	Cashman Equipment Company	5,658.66	Diamond Peak Ski Resort	Slope Maintenance
8573	02/22/2024	EFT	Cashman Equipment Company	5,658.66	Diamond Peak Ski Resort	Slope Maintenance
8601	02/28/2024	EFT	Fall Line Corp	758.00	Diamond Peak Ski Resort	Slope Maintenance
8514	02/06/2024	EFT	TechnoAlpin USA, Inc	890.85	Diamond Peak Ski Resort	Slope Maintenance
8541	02/13/2024	EFT	MADONNA DUNBAR	125.00	Solid Waste	Solid Waste
8568	02/20/2024	EFT	MR Copy Inc	62.17	Solid Waste	Solid Waste
8594	02/28/2024	EFT	AHEAD / Kate Lord, LLC	3,114.18	Tennis	Tennis Services
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.24	Tennis	Tennis Services
8583	02/22/2024	EFT	Pacific States Communications of Nevada, Inc.	130.24	Tennis	Tennis Services
8490	02/02/2024	EFT	Hero Environmental LLC	249.75	Sewer	Transmission
8510	02/06/2024	EFT	Incline Village Chevron Auto Care & Tire Center	75.84	Sewer	Transmission
8616	02/28/2024	EFT	Silver State Law LLC	503.12	Sewer	Transmission
8562	02/20/2024	EFT	Amazon Capital Services, INC	69.99	Water	Transmission
8547	02/15/2024	EFT	Amazon Capital Services, INC	69.98	Water	Transmission
8547	02/15/2024	EFT	Amazon Capital Services, INC	179.02	Water	Transmission
8547	02/15/2024	EFT	Amazon Capital Services, INC	21.50	Water	Transmission
8535	02/13/2024	EFT	Amazon Capital Services, INC	272.48	Water	Transmission
8491	02/02/2024	EFT	Shannon Marie Salsby	13.50	Water	Transmission
8547	02/15/2024	EFT	Amazon Capital Services, INC	(18.91)	Sewer	Treatment
8547	02/15/2024	EFT	Amazon Capital Services, INC	(22.73)	Sewer	Treatment
8547	02/15/2024	EFT	Amazon Capital Services, INC	75.06	Sewer	Treatment
8547	02/15/2024	EFT	Amazon Capital Services, INC	45.62	Sewer	Treatment
8535	02/13/2024	EFT	Amazon Capital Services, INC	64.50	Sewer	Treatment
8535	02/13/2024	EFT	Amazon Capital Services, INC	147.23	Sewer	Treatment
8535	02/13/2024	EFT	Amazon Capital Services, INC	(24.99)	Sewer	Treatment
8535	02/13/2024	EFT	Amazon Capital Services, INC	111.56	Sewer	Treatment
8519	02/09/2024	EFT	Amazon Capital Services, INC	36.26	Sewer	Treatment
8488	02/02/2024	EFT	Bently Family LLC	497.42	Sewer	Treatment
8572	02/22/2024	EFT	Bently Family LLC	319.34	Sewer	Treatment
8596	02/28/2024	EFT	Bently Family LLC	389.34	Sewer	Treatment
8572	02/22/2024	EFT	Bently Family LLC	333.90	Sewer	Treatment
8592	02/22/2024	EFT	HD Supply, INC	1,012.15	Sewer	Treatment
8592	02/22/2024	EFT	HD Supply, INC	1,341.11	Sewer	Treatment
8606	02/28/2024	EFT	Jacobs Engineering Group Inc	4,808.04	Sewer	Treatment
8613	02/28/2024	EFT	Raley's	3.58	Sewer	Treatment
8613	02/28/2024	EFT	Raley's	30.97	Sewer	Treatment
8613	02/28/2024	EFT	Raley's	40.88	Sewer	Treatment
8513	02/06/2024	EFT	Solenis LLC	5,633.40	Sewer	Treatment
8531	02/09/2024	EFT	Tahoe Supply Company LLC	90.79	Sewer	Treatment



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8590	02/22/2024	EFT	Tahoe Supply Company LLC	133.12	Sewer	Treatment
8593	02/22/2024	EFT	Western Environmental Laboratory	569.50	Sewer	Treatment
8623	02/28/2024	EFT	Western Environmental Laboratory	681.10	Sewer	Treatment
8545	02/13/2024	EFT	Western Environmental Laboratory	181.79	Sewer	Treatment
8518	02/09/2024	EFT	Airgas Inc	59.38	Water	Treatment
8547	02/15/2024	EFT	Amazon Capital Services, INC	(22.72)	Water	Treatment
8547	02/15/2024	EFT	Amazon Capital Services, INC	45.62	Water	Treatment
8535	02/13/2024	EFT	Amazon Capital Services, INC	111.56	Water	Treatment
8606	02/28/2024	EFT	Amazon Capital Services, INC	4,808.04	Water	Treatment
8607	02/28/2024	EFT	Jacobs Engineering Group Inc	467.80	Water	Treatment
8607	02/28/2024	EFT	Matheson Tri-Gas, Inc	94.65	Water	Treatment
8545	02/13/2024	EFT	Matheson Tri-Gas, Inc	986.20	Water	Treatment
8545	02/13/2024	EFT	Western Environmental Laboratory	145.50	Water	Treatment
8562	02/20/2024	EFT	Western Environmental Laboratory	32.28	Water	Treatment
8562	02/20/2024	EFT	Amazon Capital Services, INC	(30.00)	Unclassified	Unclassified
8562	02/20/2024	EFT	Amazon Capital Services, INC	95.04	Unclassified	Unclassified
8535	02/20/2024	EFT	Amazon Capital Services, INC	73.44	Unclassified	Unclassified
8536	02/13/2024	EFT	Amazon Capital Services, INC	920.92	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	(221.08)	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	1,102.52	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	437.87	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	(350.00)	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	1,309.57	Unclassified	Unclassified
8536	02/13/2024	EFT	Capital Beverage, Inc.	494.07	Unclassified	Unclassified
8507	02/06/2024	EFT	Farmer Bros. Co	716.16	Unclassified	Unclassified
8539	02/13/2024	EFT	Farmer Bros. Co	3,079.16	Unclassified	Unclassified
8566	02/20/2024	EFT	Farmer Bros. Co	1,151.40	Unclassified	Unclassified
8507	02/06/2024	EFT	Farmer Bros. Co	846.12	Unclassified	Unclassified
8507	02/06/2024	EFT	Farmer Bros. Co	707.60	Unclassified	Unclassified
8525	02/09/2024	EFT	Harvey Johnson	372.40	Unclassified	Unclassified
8511	02/06/2024	EFT	L&C Cook Specialty Foods, Inc.	879.98	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	169.54	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	129.65	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	114.54	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	(222.00)	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	260.93	Unclassified	Unclassified
8567	02/20/2024	EFT	L&C Cook Specialty Foods, Inc.	103.84	Unclassified	Unclassified
8511	02/06/2024	EFT	L&C Cook Specialty Foods, Inc.	1,156.59	Unclassified	Unclassified
8492	02/02/2024	EFT	Lumos & Associates, Inc.	5,000.00	Unclassified	Unclassified
8493	02/02/2024	EFT	New West Distributing, Inc.	947.85	Unclassified	Unclassified
8543	02/13/2024	EFT	New West Distributing, Inc.	778.05	Unclassified	Unclassified



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8582	02/22/2024	EFT	New West Distributing, Inc.	3,715.15	Unclassified	Unclassified
8610	02/28/2024	EFT	New West Distributing, Inc.	244.00	Unclassified	Unclassified
8610	02/28/2024	EFT	New West Distributing, Inc.	2,115.60	Unclassified	Unclassified
8610	02/28/2024	EFT	New West Distributing, Inc.	260.00	Unclassified	Unclassified
8610	02/28/2024	EFT	New West Distributing, Inc.	528.00	Unclassified	Unclassified
8582	02/22/2024	EFT	New West Distributing, Inc.	542.50	Unclassified	Unclassified
8493	02/02/2024	EFT	New West Distributing, Inc.	250.00	Unclassified	Unclassified
8493	02/02/2024	EFT	New West Distributing, Inc.	2,295.45	Unclassified	Unclassified
8493	02/02/2024	EFT	New West Distributing, Inc.	341.00	Unclassified	Unclassified
8612	02/28/2024	EFT	Produce Plus	341.25	Unclassified	Unclassified
8613	02/28/2024	EFT	Raley's	144.96	Unclassified	Unclassified
8613	02/28/2024	EFT	Raley's	44.70	Unclassified	Unclassified
8587	02/22/2024	EFT	Shaun Riley	510.40	Unclassified	Unclassified
8533	02/09/2024	EFT	Sierra Meat Co	369.36	Unclassified	Unclassified
8553	02/15/2024	EFT	Sierra Meat Co	1,451.88	Unclassified	Unclassified
8569	02/20/2024	EFT	Sierra Meat Co	1,272.27	Unclassified	Unclassified
8615	02/28/2024	EFT	Sierra Meat Co	525.21	Unclassified	Unclassified
8615	02/28/2024	EFT	Sierra Meat Co	1,521.94	Unclassified	Unclassified
8615	02/28/2024	EFT	Sierra Meat Co	1,433.86	Unclassified	Unclassified
8615	02/28/2024	EFT	Sierra Meat Co	2,653.09	Unclassified	Unclassified
8615	02/28/2024	EFT	Sierra Meat Co	1,222.54	Unclassified	Unclassified
8569	02/20/2024	EFT	Sierra Meat Co	1,950.20	Unclassified	Unclassified
8569	02/20/2024	EFT	Sierra Meat Co	348.60	Unclassified	Unclassified
8569	02/20/2024	EFT	Sierra Meat Co	342.16	Unclassified	Unclassified
8553	02/15/2024	EFT	Sierra Meat Co	497.20	Unclassified	Unclassified
8553	02/15/2024	EFT	Sierra Meat Co	1,063.24	Unclassified	Unclassified
8553	02/15/2024	EFT	Sierra Meat Co	844.52	Unclassified	Unclassified
8533	02/09/2024	EFT	Sierra Meat Co	1,100.14	Unclassified	Unclassified
8533	02/09/2024	EFT	Sierra Meat Co	1,278.12	Unclassified	Unclassified
8533	02/09/2024	EFT	Sierra Meat Co	797.45	Unclassified	Unclassified
8533	02/09/2024	EFT	Sierra Meat Co	946.04	Unclassified	Unclassified
8544	02/13/2024	EFT	Straight Down Enterprises	1,138.90	Unclassified	Unclassified
8588	02/22/2024	EFT	Swire Coca Cola USA	2,407.62	Unclassified	Unclassified
8618	02/28/2024	EFT	Swire Coca Cola USA	625.00	Unclassified	Unclassified
8618	02/28/2024	EFT	Swire Coca Cola USA	3,951.54	Unclassified	Unclassified
8588	02/22/2024	EFT	Swire Coca Cola USA	2,181.02	Unclassified	Unclassified
8588	02/22/2024	EFT	Swire Coca Cola USA	(237.00)	Unclassified	Unclassified
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	736.92	Unclassified	Unclassified
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	922.72	Unclassified	Unclassified
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	658.18	Unclassified	Unclassified
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	374.88	Unclassified	Unclassified



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	709.02	Unclassified	Unclassified
8619	02/28/2024	EFT	Sysco Food Services of Sacramento	571.60	Unclassified	Unclassified
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	360.32	Unclassified	Unclassified
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	930.22	Unclassified	Unclassified
8589	02/22/2024	EFT	Sysco Food Services of Sacramento	536.34	Unclassified	Unclassified
8497	02/02/2024	EFT	Thomas Petroleum, LLC	7,124.62	Unclassified	Unclassified
8497	02/02/2024	EFT	Thomas Petroleum, LLC	5,459.16	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	53.82	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	18.74	Unclassified	Unclassified
8621	02/28/2024	EFT	US Foodservice, Inc.	11,932.61	Unclassified	Unclassified
8621	02/28/2024	EFT	US Foodservice, Inc.	11,449.88	Unclassified	Unclassified
8621	02/28/2024	EFT	US Foodservice, Inc.	375.50	Unclassified	Unclassified
8621	02/28/2024	EFT	US Foodservice, Inc.	1,272.48	Unclassified	Unclassified
8621	02/28/2024	EFT	US Foodservice, Inc.	13,104.20	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	153.41	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	80.70	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	156.53	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	7,167.89	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	1,247.25	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	4,873.28	Unclassified	Unclassified
8570	02/20/2024	EFT	US Foodservice, Inc.	(189.40)	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	6,163.95	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	541.96	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	4,771.57	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	10,960.48	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	246.70	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	6,525.51	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	(23.41)	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	48.22	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	1,548.31	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	5,252.42	Unclassified	Unclassified
8557	02/15/2024	EFT	US Foodservice, Inc.	113.40	Unclassified	Unclassified
8534	02/09/2024	EFT	US Foodservice, Inc.	4,868.13	Unclassified	Unclassified
8534	02/09/2024	EFT	US Foodservice, Inc.	(113.40)	Unclassified	Unclassified
8534	02/09/2024	EFT	US Foodservice, Inc.	69.86	Unclassified	Unclassified
8534	02/09/2024	EFT	US Foodservice, Inc.	9,302.57	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	80.76	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	5,901.82	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	193.50	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	11,263.20	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	2,629.45	Unclassified	Unclassified



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
8532	02/09/2024	EFT	US Foodservice, Inc.	75.63	Unclassified	Unclassified
8532	02/09/2024	EFT	US Foodservice, Inc.	4,832.04	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	238.59	Unclassified	Unclassified
8517	02/06/2024	EFT	WageWorks, INC	251.05	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	200.00	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	57.08	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	423.00	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	15.76	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	20.00	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	20.00	Unclassified	Unclassified
8622	02/28/2024	EFT	WageWorks, INC	26.83	Unclassified	Unclassified
8517	02/06/2024	EFT	WageWorks, INC	25.20	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	7.39	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	632.50	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	2,025.17	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	20.00	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	200.00	Unclassified	Unclassified
8498	02/02/2024	EFT	WageWorks, INC	31.84	Unclassified	Unclassified
				611,747.96	Total EFT	
11821551	02/07/2024	MANUAL	Xerox Corporation	292.45	General Government	Administration
11821552	02/07/2024	MANUAL	Xerox Corporation	309.79	General Government	Administration
11821685	02/05/2024	MANUAL	Breakthru Beverage NV Reno, LLC	5.00	Diamond Peak Ski Resort	Food & Beverage
11821735	02/06/2024	MANUAL	Cobra PUMA Golf, INC	9.74	Championship Course	Pro Shop
11821685	02/05/2024	MANUAL	Breakthru Beverage NV Reno, LLC	992.00	Unclassified	Unclassified
11821685	02/05/2024	MANUAL	Breakthru Beverage NV Reno, LLC	144.00	Unclassified	Unclassified
11821685	02/05/2024	MANUAL	Breakthru Beverage NV Reno, LLC	48.26	Unclassified	Unclassified
11821734	02/06/2024	MANUAL	Cobra PUMA Golf, INC	(563.50)	Unclassified	Unclassified
11821735	02/06/2024	MANUAL	Cobra PUMA Golf, INC	56.00	Unclassified	Unclassified
11821735	02/06/2024	MANUAL	Cobra PUMA Golf, INC	507.50	Unclassified	Unclassified
11821681	02/05/2024	MANUAL	Sierra Meat Co	360.00	Unclassified	Unclassified
11821682	02/05/2024	MANUAL	Sierra Meat Co	1,953.32	Unclassified	Unclassified
11821683	02/05/2024	MANUAL	Sierra Meat Co	1,506.60	Unclassified	Unclassified
11821684	02/05/2024	MANUAL	Sierra Meat Co	2,146.20	Unclassified	Unclassified
11821690	02/01/2024	MANUAL	Sierra Meat Co	347.75	Unclassified	Unclassified
11821691	02/01/2024	MANUAL	Sierra Meat Co	2,015.40	Unclassified	Unclassified
11821692	02/01/2024	MANUAL	Sierra Meat Co	1,200.00	Unclassified	Unclassified
11821693	02/01/2024	MANUAL	Sierra Meat Co	926.76	Unclassified	Unclassified
11821694	02/01/2024	MANUAL	Sierra Meat Co	2,582.40	Unclassified	Unclassified
11821695	02/01/2024	MANUAL	Sierra Meat Co	1,680.52	Unclassified	Unclassified



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821696	02/01/2024	MANUAL	Sierra Meat Co	1,760.10	Unclassified	Unclassified
11821697	02/01/2024	MANUAL	Sierra Meat Co	1,198.81	Unclassified	Unclassified
11821698	02/01/2024	MANUAL	Sierra Meat Co	767.28	Unclassified	Unclassified
11821699	02/01/2024	MANUAL	Sierra Meat Co	1,330.35	Unclassified	Unclassified
11821700	02/01/2024	MANUAL	Sierra Meat Co	600.00	Unclassified	Unclassified
11821701	02/01/2024	MANUAL	Sierra Meat Co	120.00	Unclassified	Unclassified
11821702	02/01/2024	MANUAL	Sierra Meat Co	1,983.30	Unclassified	Unclassified
11821703	02/01/2024	MANUAL	Sierra Meat Co	639.47	Unclassified	Unclassified
11821704	02/01/2024	MANUAL	Sierra Meat Co	1,334.84	Unclassified	Unclassified
11821705	02/01/2024	MANUAL	Sierra Meat Co	1,578.25	Unclassified	Unclassified
11821706	02/01/2024	MANUAL	Sierra Meat Co	580.89	Unclassified	Unclassified
11821707	02/01/2024	MANUAL	Sierra Meat Co	459.80	Unclassified	Unclassified
11821708	02/01/2024	MANUAL	Sierra Meat Co	525.25	Unclassified	Unclassified
Total Manual Checks				29,398.53		
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Financial Administration	Accounting
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Financial Administration	Accounting
11821910	02/20/2024	PRINTED	NV Energy	1,529.01	Beach	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	752.61	Beach	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	702.45	Beach	Administration
11821899	02/15/2024	PRINTED	USRelay Corp	99.00	Beach	Administration
11821932	02/28/2024	PRINTED	AT&T	734.40	Championship Course	Administration
11821883	02/15/2024	PRINTED	AT&T (U-Verse)	128.56	Championship Course	Administration
11821907	02/20/2024	PRINTED	DirecTV, Inc.	118.75	Championship Course	Administration
11821923	02/22/2024	PRINTED	Office Depot	179.23	Championship Course	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	1,775.59	Championship Course	Administration
11821932	02/28/2024	PRINTED	AT&T	734.40	Diamond Peak Ski Resort	Administration
11821951	02/28/2024	PRINTED	Office Depot	78.02	Diamond Peak Ski Resort	Administration
11821923	02/22/2024	PRINTED	Office Depot	286.77	Diamond Peak Ski Resort	Administration
11821888	02/15/2024	PRINTED	Office Depot	55.98	Diamond Peak Ski Resort	Administration
11821888	02/15/2024	PRINTED	Office Depot	44.98	Diamond Peak Ski Resort	Administration
11821888	02/15/2024	PRINTED	Office Depot	33.67	Diamond Peak Ski Resort	Administration
11821953	02/28/2024	PRINTED	Reno Disposal/Dbawaste Management of Nevada	1,586.88	Diamond Peak Ski Resort	Administration
11821932	02/28/2024	PRINTED	AT&T	734.40	General Government	Administration
11821867	02/13/2024	PRINTED	Charter Communications Holdings, LLC	131.84	General Government	Administration
11821867	02/13/2024	PRINTED	Charter Communications Holdings, LLC	131.84	General Government	Administration
11821910	02/20/2024	PRINTED	NV Energy	1,067.34	General Government	Administration
11821923	02/22/2024	PRINTED	Office Depot	1,433.84	General Government	Administration
11821676	02/02/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	700.00	General Government	Administration
11821861	02/09/2024	PRINTED	Shred-IT USA	109.00	General Government	Administration



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821779	02/07/2024	PRINTED	Southwest Gas	1,101.93	General Government	Administration
11821910	02/20/2024	PRINTED	NV Energy	140.53	Mountain Course	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	636.72	Mountain Course	Administration
11821932	02/28/2024	PRINTED	AT&T	734.40	Recreation Center	Administration
11821923	02/22/2024	PRINTED	Office Depot	896.15	Recreation Center	Administration
11821753	02/06/2024	PRINTED	Petty Cash -Rec Center	21.92	Recreation Center	Administration
11821676	02/02/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	99.98	Recreation Center	Administration
11821955	02/28/2024	PRINTED	Shred-IT USA	36.00	Recreation Center	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	1,147.83	Recreation Center	Administration
11821932	02/28/2024	PRINTED	AT&T	367.19	Sewer	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	3,166.79	Sewer	Administration
11821879	02/13/2024	PRINTED	Tahoe Earth Day Foundation	500.00	TWSA	Administration
11821913	02/20/2024	PRINTED	Tahoe Earth Day Foundation	1,000.00	TWSA	Administration
11821933	02/28/2024	PRINTED	Badger Meter, Inc.	15,350.47	Water	Administration
11821917	02/22/2024	PRINTED	Ferguson Waterworks - 1423	11,574.00	Water	Administration
11821917	02/22/2024	PRINTED	Ferguson Waterworks - 1423	48,552.00	Water	Administration
11821910	02/20/2024	PRINTED	NV Energy	1,969.73	Water	Administration
11821779	02/07/2024	PRINTED	Southwest Gas	3,166.79	Water	Administration
11821858	02/09/2024	PRINTED	Lee Joseph, Inc.	56.95	Beach	Aquatics
11821858	02/09/2024	PRINTED	Lee Joseph, Inc.	1,595.00	Beach	Aquatics
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	39.07	Beach	Aquatics
11821858	02/09/2024	PRINTED	Lee Joseph, Inc.	228.30	Recreation Center	Aquatics
11821858	02/09/2024	PRINTED	Lee Joseph, Inc.	1,182.00	Recreation Center	Aquatics
11821945	02/28/2024	PRINTED	Meagan Ballew	227.80	Recreation Center	Aquatics
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	201.25	Recreation Center	Aquatics
11821910	02/20/2024	PRINTED	NV Energy	75.88	Facilities	Aspen Grove
11821779	02/07/2024	PRINTED	Southwest Gas	231.90	Facilities	Aspen Grove
11821893	02/15/2024	PRINTED	Shelby Liddicoet	83.75	Beach	Beach Hosts
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Beach	Beach Hosts
11821958	02/28/2024	PRINTED	The Bikesmith	300.00	Beach	Beach Hosts
11821898	02/15/2024	PRINTED	Tiffany Strangio	362.47	Beach	Beach Hosts
11821903	02/15/2024	PRINTED	Zachary McCreight	416.07	Beach	Beach Hosts
11821905	02/20/2024	PRINTED	Alpine Septic and Plumbing, Inc.	300.00	Buildings	Building Maintenance
11821852	02/09/2024	PRINTED	Anixter Inc	634.49	Buildings	Building Maintenance
11821931	02/28/2024	PRINTED	Anixter Inc	1,319.24	Buildings	Building Maintenance
11821931	02/28/2024	PRINTED	Anixter Inc	643.29	Buildings	Building Maintenance
11821852	02/09/2024	PRINTED	Anixter Inc	2,028.99	Buildings	Building Maintenance
11821852	02/09/2024	PRINTED	Anixter Inc	449.40	Buildings	Building Maintenance
11821852	02/09/2024	PRINTED	Anixter Inc	604.89	Buildings	Building Maintenance
11821856	02/09/2024	PRINTED	Ecolab Inc.	128.53	Buildings	Building Maintenance
11821749	02/06/2024	PRINTED	Grainger, Inc.	535.97	Buildings	Building Maintenance



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821920	02/22/2024	PRINTED	Grainger, Inc.	113.70	Buildings	Building Maintenance
11821940	02/28/2024	PRINTED	Grainger, Inc.	86.28	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	244.22	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	129.39	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	106.44	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	195.12	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	406.56	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	220.34	Buildings	Building Maintenance
11821920	02/22/2024	PRINTED	Grainger, Inc.	121.66	Buildings	Building Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	383.95	Buildings	Building Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	9.34	Buildings	Building Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	7.64	Buildings	Building Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	591.53	Buildings	Building Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	82.41	Buildings	Building Maintenance
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	13.99	Buildings	Building Maintenance
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	16.57	Buildings	Building Maintenance
11821925	02/22/2024	PRINTED	PDM Steel Service Centers, Inc	381.85	Buildings	Building Maintenance
11821929	02/22/2024	PRINTED	Western Turf & Hardscapes	1,799.40	Buildings	Building Maintenance
11821910	02/20/2024	PRINTED	NV Energy	2,271.09	Facilities	Chateau
11821779	02/07/2024	PRINTED	Southwest Gas	1,775.59	Facilities	Chateau
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	157.80	Diamond Peak Ski Resort	Child Ski Center
11821951	02/28/2024	PRINTED	Office Depot	144.44	Diamond Peak Ski Resort	Child Ski Center
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	402.50	Diamond Peak Ski Resort	Child Ski Center
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	120.75	Diamond Peak Ski Resort	Child Ski Center
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	13.59	Water	Compliance Services
11821952	02/28/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	79.99	Water	Compliance Services
11821878	02/13/2024	PRINTED	State of Nevada-NDEP/BWPC	110.00	Water	Compliance Services
11821864	02/09/2024	PRINTED	Testwave LLC	300.00	Water	Compliance Services
11821908	02/20/2024	PRINTED	GrassRoots Turf Supply LLC	2,003.66	Championship Course	Course Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	51.25	Championship Course	Course Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	596.89	Championship Course	Course Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	65.96	Championship Course	Course Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	546.53	Championship Course	Course Maintenance
11821910	02/20/2024	PRINTED	NV Energy	857.56	Championship Course	Course Maintenance
11821677	02/02/2024	PRINTED	Sierra Pacific Turf Supply, Inc.	313.12	Championship Course	Course Maintenance
11821779	02/07/2024	PRINTED	Southwest Gas	1,191.12	Championship Course	Course Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	1,333.04	Championship Course	Course Maintenance
11821908	02/20/2024	PRINTED	GrassRoots Turf Supply LLC	858.72	Mountain Course	Course Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	24.61	Mountain Course	Course Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	238.95	Mountain Course	Course Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	23.77	Mountain Course	Course Maintenance



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821910	02/20/2024	PRINTED	NV Energy	276.36	Mountain Course	Course Maintenance
11821779	02/07/2024	PRINTED	Southwest Gas	810.81	Mountain Course	Course Maintenance
11821675	02/02/2024	PRINTED	Pride Manufacturing	2,110.00	Mountain Course	Course Operations
11821948	02/28/2024	PRINTED	NCGA	1,196.00	Championship Course	Course Services
11821948	02/28/2024	PRINTED	NCGA	343.00	Championship Course	Course Services
11821872	02/13/2024	PRINTED	Jordan's Truck and Trailer Equipment	2,818.71	Fleet	Equipment Maintenance
11821672	02/02/2024	PRINTED	Michael Hohl Motor Company	42.85	Fleet	Equipment Maintenance
11821859	02/09/2024	PRINTED	Michael Hohl Motor Company	71.39	Fleet	Equipment Maintenance
11821873	02/13/2024	PRINTED	Michael Hohl Motor Company	203.98	Fleet	Equipment Maintenance
11821922	02/22/2024	PRINTED	Michael Hohl Motor Company	989.62	Fleet	Equipment Maintenance
11821946	02/28/2024	PRINTED	Michael Hohl Motor Company	150.32	Fleet	Equipment Maintenance
11821672	02/02/2024	PRINTED	Michael Hohl Motor Company	43.18	Fleet	Equipment Maintenance
11821672	02/02/2024	PRINTED	Michael Hohl Motor Company	86.60	Fleet	Equipment Maintenance
11821857	02/09/2024	PRINTED	MidwestMotor Supply Co. Inc.	889.96	Fleet	Equipment Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	326.17	Fleet	Equipment Maintenance
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	87.62	Fleet	Equipment Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	181.61	Fleet	Equipment Maintenance
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	2,133.66	Fleet	Equipment Maintenance
11821674	02/02/2024	PRINTED	O'Reilly Automotive Stores, Inc	488.00	Fleet	Equipment Maintenance
11821950	02/28/2024	PRINTED	O'Reilly Automotive Stores, Inc	71.33	Fleet	Equipment Maintenance
11821950	02/28/2024	PRINTED	O'Reilly Automotive Stores, Inc	(23.23)	Fleet	Equipment Maintenance
11821950	02/28/2024	PRINTED	O'Reilly Automotive Stores, Inc	82.40	Fleet	Equipment Maintenance
11821924	02/22/2024	PRINTED	Pape Machinery	36.75	Fleet	Equipment Maintenance
11821924	02/22/2024	PRINTED	Pape Machinery	1,096.14	Fleet	Equipment Maintenance
11821894	02/15/2024	PRINTED	Smith Power Products, Inc	141.78	Fleet	Equipment Maintenance
11821956	02/28/2024	PRINTED	Snap-on Industrial	29.71	Fleet	Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	284.89	Fleet	Equipment Maintenance
11821910	02/20/2024	PRINTED	NV Energy	808.00	Diamond Peak Ski Resort	Equipment Repair
11821779	02/07/2024	PRINTED	Southwest Gas	3,377.52	Diamond Peak Ski Resort	Equipment Repair
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	80.50	Recreation Center	Fitness
11821779	02/07/2024	PRINTED	Southwest Gas	509.22	Beach	Food & Beverage
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Championship Course	Food & Beverage
11821869	02/13/2024	PRINTED	Diamond Peak Ski Ed Foundation	711.91	Diamond Peak Ski Resort	Food & Beverage
11821747	02/06/2024	PRINTED	DirectTV, Inc.	718.77	Diamond Peak Ski Resort	Food & Beverage
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	58.62	Diamond Peak Ski Resort	Food & Beverage
11821875	02/13/2024	PRINTED	Northern Nevada Public Health	344.00	Diamond Peak Ski Resort	Food & Beverage
11821874	02/13/2024	PRINTED	Northern Nevada Public Health	344.00	Snowflake Lodge	Food & Beverage
11821779	02/07/2024	PRINTED	Southwest Gas	440.08	Snowflake Lodge	Food & Beverage
11821779	02/07/2024	PRINTED	Southwest Gas	2,526.86	Snowflake Lodge	Food & Beverage
11821890	02/15/2024	PRINTED	Petty Cash - Admin	1,350.00	Executive	General Manager
11821919	02/22/2024	PRINTED	GPS Industries, LLC	800.00	Championship Course	Golf Carts



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821910	02/20/2024	PRINTED	NV Energy	291.45	Championship Course	Golf Carts
11821779	02/07/2024	PRINTED	Southwest Gas	725.66	Championship Course	Golf Carts
11821854	02/09/2024	PRINTED	Club Car, LLC	18.86	Fleet	Golf Equipment Maintenance
11821915	02/22/2024	PRINTED	Club Car, LLC	223.62	Fleet	Golf Equipment Maintenance
11821935	02/28/2024	PRINTED	Club Car, LLC	18.92	Fleet	Golf Equipment Maintenance
11821918	02/22/2024	PRINTED	Flyers Energy LLC	1,139.42	Fleet	Golf Equipment Maintenance
11821937	02/28/2024	PRINTED	Flyers Energy LLC	537.97	Fleet	Golf Equipment Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	13.59	Fleet	Golf Equipment Maintenance
11821776	02/07/2024	PRINTED	Napa Sierra Nevada, Inc	118.52	Fleet	Golf Equipment Maintenance
11821680	02/02/2024	PRINTED	Turf Star, Inc.	1,225.54	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	1,672.29	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	(949.41)	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	996.88	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	378.36	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	974.26	Fleet	Golf Equipment Maintenance
11821960	02/28/2024	PRINTED	Turf Star, Inc.	822.49	Fleet	Golf Equipment Maintenance
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Personnel Administration	Human Resources
11821909	02/20/2024	PRINTED	Hyatt Regency Lake Tahoe	6,132.70	Diamond Peak Ski Resort	Hyatt Shop
11821867	02/13/2024	PRINTED	Charter Communications Holdings,LLC	219.84	Financial Administration	Information Services
11821867	02/13/2024	PRINTED	Charter Communications Holdings,LLC	219.84	Financial Administration	Information Services
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	10.50	Financial Administration	Information Services
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	7.64	Financial Administration	Information Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	4.84	Financial Administration	Information Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	35.67	Financial Administration	Information Services
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	179.40	Diamond Peak Ski Resort	Lift Operations
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	631.44	Diamond Peak Ski Resort	Lift Operations
11821910	02/20/2024	PRINTED	NV Energy	9,450.00	Diamond Peak Ski Resort	Lift Operations
11821926	02/22/2024	PRINTED	SilverBlu Media LLC DBA SilverBlu Signs & Media	140.00	Diamond Peak Ski Resort	Lift Operations
11821897	02/15/2024	PRINTED	Tec Color Craft	1,368.00	Diamond Peak Ski Resort	Marketing
11821899	02/15/2024	PRINTED	USRelay Corp	900.00	Diamond Peak Ski Resort	Marketing
11821666	02/02/2024	PRINTED	Aramark	184.08	Beach	Park Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	379.99	Beach	Park Services
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	579.88	Beach	Park Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	118.94	Beach	Park Services
11821923	02/22/2024	PRINTED	Office Depot	35.85	Beach	Park Services
11821892	02/15/2024	PRINTED	Reno Disposal/Dbawaste Management of Nevada	813.34	Beach	Park Services
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	763.37	Parks	Park Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	419.98	Parks	Park Services
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	831.24	Parks	Park Services
11821910	02/20/2024	PRINTED	NV Energy	1,598.03	Parks	Park Services
11821923	02/22/2024	PRINTED	Office Depot	53.19	Parks	Park Services



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821951	02/28/2024	PRINTED	Office Depot	24.15	Parks	Park Services
11821923	02/22/2024	PRINTED	Office Depot	35.85	Parks	Park Services
11821892	02/15/2024	PRINTED	Reno Disposal/Dbas:Waste Management of Nevada	465.22	Parks	Park Services
11821930	02/28/2024	PRINTED	Acushnet Company	70.70	Championship Course	Pro Shop
11821930	02/28/2024	PRINTED	Acushnet Company	10.33	Championship Course	Pro Shop
11821868	02/13/2024	PRINTED	Cleveland Golf/SRIXON	42.70	Championship Course	Pro Shop
11821938	02/28/2024	PRINTED	GGblue, LLC	37.02	Championship Course	Pro Shop
11821939	02/28/2024	PRINTED	GGblue, LLC	37.02	Championship Course	Pro Shop
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	84.63	Diamond Peak Ski Resort	Property, Parking & Transport
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	586.57	Diamond Peak Ski Resort	Property, Parking & Transport
11821910	02/20/2024	PRINTED	NV Energy	8,408.53	Diamond Peak Ski Resort	Property, Parking & Transport
11821892	02/15/2024	PRINTED	Reno Disposal/Dbas:Waste Management of Nevada	983.32	Diamond Peak Ski Resort	Property, Parking & Transport
11821892	02/15/2024	PRINTED	Reno Disposal/Dbas:Waste Management of Nevada	1,586.88	Diamond Peak Ski Resort	Property, Parking & Transport
11821779	02/07/2024	PRINTED	Southwest Gas	8,677.90	Diamond Peak Ski Resort	Property, Parking & Transport
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Diamond Peak Ski Resort	Property, Parking & Transport
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Diamond Peak Ski Resort	Property, Parking & Transport
11821748	02/06/2024	PRINTED	FARR Construction CORP Dbas:Resource Development CO	1,580.00	Sewer	Pumping
11821871	02/13/2024	PRINTED	Jason Patterson	40.00	Sewer	Pumping
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	43.05	Sewer	Pumping
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	10.19	Sewer	Pumping
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	67.12	Sewer	Pumping
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	118.99	Sewer	Pumping
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	100.77	Sewer	Pumping
11821910	02/20/2024	PRINTED	NV Energy	9,298.96	Sewer	Pumping
11821779	02/07/2024	PRINTED	Southwest Gas	466.72	Sewer	Pumping
11821901	02/15/2024	PRINTED	Waste Mgmt Lockwood (refuse)	605.42	Sewer	Pumping
11821902	02/15/2024	PRINTED	Western Nevada Supply	1,126.44	Sewer	Pumping
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	6.99	Water	Pumping
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	54.20	Water	Pumping
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	14.56	Water	Pumping
11821910	02/20/2024	PRINTED	NV Energy	23,917.76	Water	Pumping
11821779	02/07/2024	PRINTED	Southwest Gas	340.95	Water	Pumping
11821881	02/13/2024	PRINTED	Western Nevada Supply	158.80	Water	Pumping
11821887	02/15/2024	PRINTED	Northern Nevada Public Health	453.00	Recreation Center	Rec Center Operations
11821910	02/20/2024	PRINTED	NV Energy	5,622.56	Recreation Center	Rec Center Operations
11821753	02/06/2024	PRINTED	Petty Cash -Rec Center	148.46	Recreation Center	Rec Center Operations
11821676	02/02/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	49.99	Recreation Center	Rec Center Operations
11821779	02/07/2024	PRINTED	Southwest Gas	10,330.47	Recreation Center	Rec Center Operations
11821936	02/28/2024	PRINTED	FedEx Freight	177.00	Diamond Peak Ski Resort	Rental & Repair Shop
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	121.75	Diamond Peak Ski Resort	Rental & Repair Shop
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	158.22	Diamond Peak Ski Resort	Rental & Repair Shop



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	362.25	Diamond Peak Ski Resort	Rental & Repair Shop
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Diamond Peak Ski Resort	Rental & Repair Shop
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Financial Administration	Risk Management
11821753	02/06/2024	PRINTED	Petty Cash -Rec Center	175.85	Recreation Programs	Seniors
11821932	02/28/2024	PRINTED	AT&T	367.20	Water	Shared Expenses
11821667	02/02/2024	PRINTED	Badger Meter, Inc.	135.43	Water	Shared Expenses
11821667	02/02/2024	PRINTED	Badger Meter, Inc.	135.40	Water	Shared Expenses
11821855	02/09/2024	PRINTED	Data West, A Div of Harris Systems USA	180.00	Water	Shared Expenses
11821916	02/22/2024	PRINTED	DirecTV, Inc.	206.23	Water	Shared Expenses
11821907	02/20/2024	PRINTED	DirecTV, Inc.	200.21	Water	Shared Expenses
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	21.24	Water	Shared Expenses
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	59.99	Water	Shared Expenses
11821923	02/22/2024	PRINTED	Office Depot	716.92	Water	Shared Expenses
11821752	02/06/2024	PRINTED	Petty Cash - PW	4.83	Water	Shared Expenses
11821912	02/20/2024	PRINTED	Roessel Heidi	10.72	Water	Shared Expenses
11821912	02/20/2024	PRINTED	Roessel Heidi	10.48	Water	Shared Expenses
11821955	02/28/2024	PRINTED	Shred-IT USA	36.00	Water	Shared Expenses
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	925.75	Diamond Peak Ski Resort	Ski & Snowboard School
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	322.00	Diamond Peak Ski Resort	Ski & Snowboard School
11821886	02/15/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	224.64	Fleet	Ski Equipment Maintenan
11821921	02/22/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	47.62	Fleet	Ski Equipment Maintenan
11821921	02/22/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	37.72	Fleet	Ski Equipment Maintenan
11821921	02/22/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	1,086.94	Fleet	Ski Equipment Maintenan
11821921	02/22/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	1,596.02	Fleet	Ski Equipment Maintenan
11821886	02/15/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	319.11	Fleet	Ski Equipment Maintenan
11821886	02/15/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	841.99	Fleet	Ski Equipment Maintenan
11821886	02/15/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	230.78	Fleet	Ski Equipment Maintenan
11821943	02/28/2024	PRINTED	MidwestMotor Supply Co. Inc.	565.33	Fleet	Ski Equipment Maintenan
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	36.52	Fleet	Ski Equipment Maintenan
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	84.99	Fleet	Ski Equipment Maintenan
11821776	02/07/2024	PRINTED	Napa Sierra Nevada , Inc	115.61	Fleet	Ski Equipment Maintenan
11821678	02/02/2024	PRINTED	Snap-on Industrial	41.85	Fleet	Ski Equipment Maintenan
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	241.50	Diamond Peak Ski Resort	Ski Patrol
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Diamond Peak Ski Resort	Ski Patrol
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	463.15	Diamond Peak Ski Resort	Slope Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	117.07	Diamond Peak Ski Resort	Slope Maintenance
11821910	02/20/2024	PRINTED	NV Energy	123,120.25	Diamond Peak Ski Resort	Slope Maintenance
11821778	02/07/2024	PRINTED	Snow Economics, Inc.	654.55	Diamond Peak Ski Resort	Slope Maintenance
11821895	02/15/2024	PRINTED	Snow Machines, Inc (SMI)	2,003.94	Diamond Peak Ski Resort	Slope Maintenance
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	127.38	Diamond Peak Ski Resort	Slope Maintenance
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	281.75	Solid Waste	Solid Waste
					Recreation Programs	Sports



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	40.25	Recreation Programs	Sports
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	6.88	Sewer	Supply
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	39.07	Sewer	Supply
11821910	02/20/2024	PRINTED	NV Energy	14,299.68	Sewer	Supply
11821927	02/22/2024	PRINTED	Sky Fiber Networks	125.00	Sewer	Supply
11821910	02/20/2024	PRINTED	NV Energy	460.06	Tennis	Tennis Services
11821753	02/06/2024	PRINTED	Petty Cash -Rec Center	86.09	Tennis	Tennis Services
11821750	02/06/2024	PRINTED	Jeffrey Baughman	13.53	Diamond Peak Ski Resort	Ticket Office
11821944	02/28/2024	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	782.32	Diamond Peak Ski Resort	Ticket Office
11821888	02/15/2024	PRINTED	Office Depot	81.58	Diamond Peak Ski Resort	Ticket Office
11821896	02/15/2024	PRINTED	State of Nevada -Dept of Public Safety	161.00	Diamond Peak Ski Resort	Ticket Office
11821884	02/15/2024	PRINTED	Cinderlrite Trucking Corp	24.25	Sewer	Transmission
11821920	02/22/2024	PRINTED	Grainger, Inc.	77.35	Sewer	Transmission
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	112.93	Sewer	Transmission
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	41.78	Sewer	Transmission
11821884	02/15/2024	PRINTED	Cinderlrite Trucking Corp	119.14	Water	Transmission
11821668	02/02/2024	PRINTED	F.W. Carson Co.	497.50	Water	Transmission
11821669	02/02/2024	PRINTED	Grainger, Inc.	76.91	Water	Transmission
11821775	02/07/2024	PRINTED	Joseph Scott	78.60	Water	Transmission
11821857	02/09/2024	PRINTED	MidwestMotor Supply Co. Inc.	680.00	Water	Transmission
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	677.82	Water	Transmission
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	179.21	Water	Transmission
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	5.94	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	40.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	60.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	40.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	60.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	40.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821752	02/06/2024	PRINTED	Petty Cash - PW	20.00	Water	Transmission
11821876	02/13/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	29.99	Water	Transmission
11821777	02/07/2024	PRINTED	Robert Flynn	199.12	Water	Transmission
11821877	02/13/2024	PRINTED	Snap-on Industrial	244.26	Water	Transmission
11821881	02/13/2024	PRINTED	Western Nevada Supply	1,820.28	Water	Transmission
11821870	02/13/2024	PRINTED	Hach Co.	142.78	Sewer	Treatment



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821670	02/02/2024	PRINTED	Jason Patterson	40.00	Sewer	Treatment
11821774	02/07/2024	PRINTED	Jason Patterson	20.00	Sewer	Treatment
11821941	02/28/2024	PRINTED	Jason Patterson	40.00	Sewer	Treatment
11821774	02/07/2024	PRINTED	Jason Patterson	20.00	Sewer	Treatment
11821671	02/02/2024	PRINTED	John K Williams	20.00	Sewer	Treatment
11821942	02/28/2024	PRINTED	John K Williams	30.00	Sewer	Treatment
11821942	02/28/2024	PRINTED	John K Williams	69.00	Sewer	Treatment
11821942	02/28/2024	PRINTED	John K Williams	90.00	Sewer	Treatment
11821942	02/28/2024	PRINTED	John K Williams	40.00	Sewer	Treatment
11821671	02/02/2024	PRINTED	John K Williams	20.00	Sewer	Treatment
11821671	02/02/2024	PRINTED	John K Williams	20.00	Sewer	Treatment
11821671	02/02/2024	PRINTED	John K Williams	40.00	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	53.72	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	72.22	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	60.27	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	21.23	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	97.13	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	79.04	Sewer	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	10.17	Sewer	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	191.59	Sewer	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	5.94	Sewer	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	22.08	Sewer	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	38.19	Sewer	Treatment
11821947	02/28/2024	PRINTED	MSC Industrial Supply Co.	172.90	Sewer	Treatment
11821949	02/28/2024	PRINTED	Nevada Division of State Lands	2,060.00	Sewer	Treatment
11821910	02/20/2024	PRINTED	NV Energy	12,498.68	Sewer	Treatment
11821876	02/13/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	88.86	Sewer	Treatment
11821891	02/15/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	99.76	Sewer	Treatment
11821892	02/15/2024	PRINTED	Reno Disposal/Dbawaste Management of Nevada	514.05	Sewer	Treatment
11821954	02/28/2024	PRINTED	Robert Olsen	40.00	Sewer	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	220.08	Sewer	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	435.86	Sewer	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	240.24	Sewer	Treatment
11821779	02/07/2024	PRINTED	Southwest Gas	5,870.11	Sewer	Treatment
11821959	02/28/2024	PRINTED	Tim Bauer	60.00	Sewer	Treatment
11821900	02/15/2024	PRINTED	VWR International LLC	215.58	Sewer	Treatment
11821880	02/13/2024	PRINTED	VWR International LLC	228.02	Sewer	Treatment
11821865	02/09/2024	PRINTED	WESCO Distribution INC	101.03	Sewer	Treatment
11821865	02/09/2024	PRINTED	WESCO Distribution INC	931.08	Sewer	Treatment
11821754	02/06/2024	PRINTED	William Robbins	40.00	Sewer	Treatment
11821914	02/20/2024	PRINTED	William Robbins	40.00	Sewer	Treatment



Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT	DEPT NAME	DIVISION
11821961	02/28/2024	PRINTED	William Robbins	40.00	Sewer	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	142.90	Water	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	23.77	Water	Treatment
11821751	02/06/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	28.02	Water	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	36.47	Water	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	51.23	Water	Treatment
11821673	02/02/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	32.27	Water	Treatment
11821910	02/20/2024	PRINTED	NV Energy	22,609.55	Water	Treatment
11821752	02/06/2024	PRINTED	Petty Cash - PW	19.51	Water	Treatment
11821876	02/13/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	88.85	Water	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	220.08	Water	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	435.86	Water	Treatment
11821862	02/09/2024	PRINTED	Sigma-Aldrich Inc	240.24	Water	Treatment
11821880	02/13/2024	PRINTED	VWR International LLC	228.03	Water	Treatment
11821900	02/15/2024	PRINTED	VWR International LLC	215.59	Water	Treatment
11821882	02/15/2024	PRINTED	Acushnet Company	295.96	Unclassified	Unclassified
11821930	02/28/2024	PRINTED	Acushnet Company	3,237.00	Unclassified	Unclassified
11821930	02/28/2024	PRINTED	Acushnet Company	244.02	Unclassified	Unclassified
11821866	02/13/2024	PRINTED	Breakthru Beverage NV Reno, LLC	335.90	Unclassified	Unclassified
11821906	02/20/2024	PRINTED	Breakthru Beverage NV Reno, LLC	369.30	Unclassified	Unclassified
11821866	02/13/2024	PRINTED	Breakthru Beverage NV Reno, LLC	1,206.55	Unclassified	Unclassified
11821853	02/09/2024	PRINTED	CA State Disbursement Unit	319.38	Unclassified	Unclassified
11821934	02/28/2024	PRINTED	CA State Disbursement Unit	319.38	Unclassified	Unclassified
11821868	02/13/2024	PRINTED	Cleveland Golf/SRIXON	4,270.00	Unclassified	Unclassified
11821885	02/15/2024	PRINTED	Flyers Energy LLC	14,206.69	Unclassified	Unclassified
11821937	02/28/2024	PRINTED	Flyers Energy LLC	15,361.50	Unclassified	Unclassified
11821939	02/28/2024	PRINTED	GGblue, LLC	2,232.00	Unclassified	Unclassified
11821938	02/28/2024	PRINTED	GGblue, LLC	1,890.00	Unclassified	Unclassified
11821910	02/20/2024	PRINTED	NV Energy	266.74	Unclassified	Unclassified
11821860	02/09/2024	PRINTED	Operating Eng Local Union #3 (DUES)	1,656.00	Unclassified	Unclassified
11821911	02/20/2024	PRINTED	Operating Engineers Trust Fund	10,620.53	Unclassified	Unclassified
11821753	02/06/2024	PRINTED	Petty Cash -Rec Center	61.93	Unclassified	Unclassified
11821863	02/09/2024	PRINTED	State Coll & Disb Unit-SCADU	1,187.69	Unclassified	Unclassified
11821957	02/28/2024	PRINTED	State Coll & Disb Unit-SCADU	1,187.69	Unclassified	Unclassified
11821679	02/02/2024	PRINTED	Sustainable Tahoe	132.00	Unclassified	Unclassified
11821928	02/22/2024	PRINTED	TYR Sport, Inc.	694.76	Unclassified	Unclassified
11821928	02/22/2024	PRINTED	TYR Sport, Inc.	62.18	Unclassified	Unclassified
				537,617.44	Total Printed Checks	
				1,178,763.93	TOTAL EFT AND CHECKS	





APPENDIX C

PROCUREMENT CARD TRANSACTIONS

Procurement Card Transactions

Cardholder Name	Amount	Supplier	Description	Dept
Brooke Smith-La Fata	1.49	Google *google Storage	Google Photo storage upgrade	Events
Food And Bev	0.22	Screencloud Card fees	Fees	F & B
Food And Bev	0.22	Screencloud Card fees	Fees	F & B
Food And Bev	0.45	Screencloud Card fees	Fees	F & B
Food And Bev	0.68	Screencloud Card fees	Fees	F & B
Food And Bev	1.55	Screencloud Card fees	Fees	F & B
Food And Bev	20.00	Screencloud	Monthly subscription	F & B
Food And Bev	20.43	Chefstore 7560	Food for resale for Diamond Peak	F & B
Food And Bev	22.85	Screencloud	Monthly subscription	F & B
Food And Bev	27.51	The Webstaurant Store Inc	Operating Supply for Diamond Peak F&B	F & B
Food And Bev	45.70	Screencloud	Monthly subscription	F & B
Food And Bev	68.10	The Webstaurant Store Inc	Broom/Mop Rack for Diamond Peak Kitchen	F & B
Food And Bev	68.55	Screencloud	Monthly subscription	F & B
Food And Bev	106.09	The Webstaurant Store Inc	Sandwich containers for Diamond Peak	F & B
Food And Bev	154.90	Screencloud	Monthly subscription	F & B
Food And Bev	209.86	The Webstaurant Store Inc	Salad and Sandwich containers for Diamond Peak	F & B
Food And Bev	209.95	The Webstaurant Store Inc	Printer paper for Diamond Peak F&B	F & B
Food And Bev	358.67	Chefstore 7520	Food for resale for Diamond Peak	F & B
IVGID Finance	78.63	Government Finance Office	GFOA Educational Materials	Finance
Greg Merritt	3,118.00	Sp Flightscope Golf	Mevo-launch monitor, flight pro package, true golf E6 expanded subscription	Golf
Greg Merritt	294.95	Carlis Place Llc	Simulator Screen	Golf
Jeff Clouthier	147.00	Turfnet	Subscription to Turfnet online	Golf - Grounds
Jeff Clouthier	148.00	Turfnet	Subscription to Turfnet online	Golf - Grounds
Jeff Clouthier	246.70	Lowes #00321	Split rail replacement materials, wood for OB Stakes, shovels,rebar	Golf - Grounds
Jeff Clouthier	482.40	Lowes #00321	Split rail replacement materials, wood for OB Stakes, shovels,rebar	Golf - Grounds
Jeff Clouthier	828.52	Crowne Plaza Phoenix	Hotel room for Golf Industry Show in Phoenix	Golf - Grounds
Curtis Trujillo	19.00	Mvr Online.Com	Annual DMV Pull , Out of State DMV Pull	HR
Curtis Trujillo	19.10	Mvr Online.Com	Annual DMV Pull , Out of State DMV Pull	HR



Procurement Card Transactions Continued

Cardholder Name	Amount	Supplier	Description	Dept
Curtis Trujillo	22.99	Mvr Online.Com	Annual DMV Pull , Out of State DMV Pull	HR
Curtis Trujillo	57.90	Grainger	30 AED Inspection Cards , replacement of AED Inspection Cards for the District	HR
Lisa Hoopes	100.00	Wpy*edawn	EDAWN-State of the Economy Northern NV/Economic Update Luncheon Mitg	HR
Curtis Trujillo	187.22	Energpect Medical Soluti	AED Backpack used for portable AED	HR
Lisa Hoopes	349.00	Ihire, Llc	Online Job Listing -Sr Accountant	HR
Lisa Hoopes	499.00	Ziprecruiter, Inc.	Online Multiple Job Listing - Sr. Accountant	HR
Lisa Hoopes	499.00	Ziprecruiter, Inc.	Online Multiple Job Listing - Sr. Accountant & Payroll Generalist	HR
Erin Feore	697.25	Efiler/Formstax	ACA Forms - tax forms for 1095 filing , purchase for Kathy F	HR
Erin Feore	2,295.00	Cengage Learning, Inc.	Grant Writing Course , Purchase for Kathy F	HR
Chris Lavery	-1.00	Incline Village General	Vermont Webstore Test Refund	IT
Chris Lavery	1.00	Incline Village General	Vermont Webstore Test Transaction	IT
Chris Lavery	1.99	Google *google Storage	Google ONEDRIVE - February	IT
Chris Lavery	5.48	Zoom.Us 888-799-9666	Zoom - Additional Cloud Recording Space - 30GB	IT
Chris Lavery	15.00	Domainsdoneight Llc	Domain Renewal - Tahoe@20.org	IT
Chris Lavery	20.00	Zoom.Us 888-799-9666	Zoom Licenses - February	IT
Chris Lavery	20.00	Zoom.Us 888-799-9666	Zoom Licenses - February	IT
Chris Lavery	22.17	Dnh*godaddy.Com	Domain Renewal - Thechateaulake@hoh	IT
Chris Lavery	22.17	Dnh*godaddy.Com	Domain Renewal - InclineSeniors	IT
Chris Lavery	23.00	Eig	Constant Contact - Monthly License	IT
Chris Lavery	23.00	Eig	Constant Contact - Monthly License	IT
Matthew Belole	30.00	Msit * E0100qqahf	O365 License	IT
Chris Lavery	49.00	Livestream.Com	Livestream License - February	IT
Matthew Belole	99.00	Dri*	Vmware License	IT
Matthew Belole	99.94	Ebay O*01-11128-14921	Mersive Pod	IT
Chris Lavery	133.02	Dnh*godaddy.Com	Domain Renewal - ExploreInclineVillageCrystalBay and ExploreIVCB	IT
Matthew Belole	184.89	Ebay O*20-11182-29801	Mitel VOIP	IT
Matthew Belole	193.20	Msit * E0100qq86o	O365 License	IT
Chris Lavery	299.00	Zoom.Us 888-799-9666	Zoom Licenses - February	IT
Matthew Belole	378.27	Ebay O*18-11212-31774	Mitel VOIP	IT
Matthew Belole	530.15	Ebay O*19-11140-31858	Mitel VOIP	IT



Procurement Card Transactions Continued

Cardholder Name	Amount	Supplier	Description	Dept
Matthew Belole	555.15	Ebay O*10-11155-53527	Mitel VOIP	IT
Matthew Belole	555.15	Ebay O*19-11169-93394	Mitel VOIP	IT
Matthew Belole	555.15	Ebay O*26-11178-53063	Mitel VOIP	IT
Matthew Belole	555.15	Ebay O*19-11204-42548	Mitel VOIP	IT
Matthew Belole	555.15	Ebay O*26-11206-10604	Mitel VOIP	IT
Matthew Belole	591.96	Monoprice, Inc.	Cabling	IT
Matthew Belole	799.95	Paddle.Net* Emailarch	Email/Architect License	IT
Chris Lavery	809.54	Adobe Inc.	Adobe Licenses - February	IT
Matthew Belole	1,650.00	Ebay O*05-11165-00707	Mitel VOIP	IT
Paul Raymore	20.00	Mailchimp	Monthly email marketing fees - Tennis & Pickleball share	Marketing
Paul Raymore	29.99	Adobe Inc.	Royalty-free image, music, video clip subscription for Video & Photo Production Coordinator projects	Marketing
Paul Raymore	29.99	Dronelink	Software to allow aerial drone flights along pre-programmed routes	Marketing
Paul Raymore	50.00	Mailchimp	Monthly email marketing fees - Mt Golf share	Marketing
Paul Raymore	54.95	Bing Banners	Signage in Diamond Peak parking lot - no drop-off zone	Marketing
Paul Raymore	54.99	Adobe Inc.	Marketing Manager monthly fees for Adobe Creative Cloud licensing fees	Marketing
Paul Raymore	54.99	Adobe Inc.	Video & Photo Production Coordinator monthly fees for Adobe Creative Cloud licensing fees	Marketing
Jaclyn Ream	54.99	Adobe *800-833-6687	Monthly Adobe software fees, Graphics& Video Editing	Marketing
Paul Raymore	86.59	Vistaprint	Reprint of business cards for Marketing Manager	Marketing
Paul Raymore	100.00	Mailchimp	Monthly email marketing fees - Champ Golf share	Marketing
Paul Raymore	126.00	Mailchimp	Monthly email marketing fees - Parks & Rec share	Marketing
Paul Raymore	159.00	Tbl* Pilot Institute	Video & Photo Coordinator training for Part 107 drone pilot licensing	Marketing
Jaclyn Ream	189.61	Bing Banners	Banners for SkiPro Reno, DP promotion to Reno Skiers	Marketing
Paul Raymore	335.00	Tahoe Nevada Love	Marketing Dept. prizes - pass holder design	Marketing
Gwynne Cunningham	40.74	Sp Swimoutlet.Com	Annual Membership for Rec Center	Parks & Rec - Aquatics
Gwynne Cunningham	120.00	Costco Whse #0127	Snacks for Community Snowshoe Event on 02/09/24	Parks & Rec - Aquatics
Gwynne Cunningham	197.23	Costco Whse #0127	Senior Snowshoe Program - lunch	Parks & Rec - Aquatics
Gwynne Cunningham	260.47	Crosbys Tavern	Adaptive Swim Certifications for 2 instructors	Parks & Rec - Aquatics
Gwynne Cunningham	400.00	Swim Angelfish	Order was a mistake, refunded	Parks & Rec - Aquatics
Samantha Gough	-55.99	Sp Superesse	Business Cards - restock of business cards	Parks & Rec - Parks
Samantha Gough	27.46	Vistaprint		Parks & Rec - Parks



Procurement Card Transactions Continued

Cardholder Name	Amount	Supplier	Description	Dept
Samantha Gough	27.46	Vistaprint	Business Cards - restock of business cards	Parks & Rec - Parks
Samantha Gough	49.99	Pp*google	Google Storage for backup of mobile photos	Parks & Rec - Parks
Samantha Gough	50.00	Pp*google	Google Storage for backup of mobile photos	Parks & Rec - Parks
Samantha Gough	55.99	Sp Superessee	Order was a mistake, refunded	Parks & Rec - Parks
Samantha Gough	342.00	Wheniwork.Com	Scheduling Software - Yearly Subscription	Parks & Rec - Parks
Samantha Gough	342.00	Wheniwork.Com	Scheduling Software - Yearly Subscription	Parks & Rec - Parks
Pandora Bahiman	8.97	Incline Village Gro	Supply for Rec Center	Parks & Rec - Rec
Pandora Bahiman	11.96	Incline Village Gro	Operating supply	Parks & Rec - Rec
Tim Kelly	32.95	Awardzone-F1e69011	Trophy for Fall volleyball coed champions	Parks & Rec - Rec
Pandora Bahiman	47.74	Amzn Mktp Us	Operating Supply	Parks & Rec - Rec
Pandora Bahiman	52.74	Raley S#113	Food Merchandise	Parks & Rec - Rec
Pandora Bahiman	54.04	Amzn Mktp Us	Operating Supply	Parks & Rec - Rec
Pandora Bahiman	96.68	Samsclub.Com	F&B Merchandise	Parks & Rec - Rec
Pandora Bahiman	119.63	Spectrum	Cable TV	Parks & Rec - Rec
Pandora Bahiman	193.90	Samsclub.Com	Food Merchandise	Parks & Rec - Rec
Pandora Bahiman	266.49	Amazon.Com1051q7h1	operating Supply	Parks & Rec - Rec
Jennifer Moore	10.79	Costco Whse #0127	Vets Club lunches	Parks & Rec - Sr. Programming
Jennifer Moore	57.77	Costco Whse #0127	Senior Programs- Conv Café Supplies	Parks & Rec - Sr. Programming
Jennifer Moore	78.94	Costco Whse #0127	Rec Center Coffee Srv	Parks & Rec - Sr. Programming
Jennifer Moore	112.73	Mofos Pizza Pasta Inc	Senior Programs - snowshoe lunches	Parks & Rec - Sr. Programming
Jennifer Moore	147.62	Mofos Pizza Pasta Inc	Senior Programs - snowshoe lunches	Parks & Rec - Sr. Programming
Jennifer Moore	182.16	Mofos Pizza Pasta Inc	Senior Programs - snowshoe lunches	Parks & Rec - Sr. Programming
Diana Robb	69.00	Psi Services Lic Usd	Meter Tech NV Drinking Water Distribution Op 1 test	PW - Admin
Diana Robb	121.51	In *burris Computer Forms	Door Hangers for Meter Tampering Posting	PW - Admin
IVGID Bldg	188.99	Clicksafety	OSHA Training for Larry	PW - Buildings
IVGID Bldg	207.67	Slakey Brothers	Parts for heater at pump station	PW - Buildings
IVGID Bldg	906.16	Supplyhouse.Com	Flash valve for Rec Center	PW - Buildings
IVGID Bldg	1,712.67	Slakey Brothers	Replacement Heater	PW - Buildings
IVGID Bldg	1,923.70	Supplyhouse.Com	Flashometer for Rec Center	PW - Buildings
IVGID Bldg	2,422.22	Home depot.Com	Blinds for Rec Center due to onid ones failing	PW - Buildings
Tim Buxton	75.00	Office Of Water Programs	Educational Books for operator State Certification	PW - Compliance
Madonna Dunbar	45.00	Domainsdoneight Llc	Domain Renewal, drinktahoetap.org	PW - Conservation Resources
Madonna Dunbar	64.43	In *one Boat, Inc.	Monthly Web Ads-Bear Smart	PW - Conservation Resources



Procurement Card Transactions Continued

Cardholder Name	Amount	Supplier	Description	Dept
Madonna Dumar	64.44	In *one Boat, Inc.	Monthly Web Ads- TWSA	PW - Conservation Resources
Madonna Dumar	75.00	Awwa.Org	Webinar microplastics	PW - Conservation Resources
Madonna Dumar	130.99	NwI*matmot 8777778042	Uniform Jacket	PW - Conservation Resources
Madonna Dumar	1,250.00	In *law Office Of Lara Pe	TWSA trademark consultation	PW - Conservation Resources
Ronnie Rector	49.00	Consensusdo	Webinar training for Engineering staff	PW - Engineering
Ronnie Rector	50.00	Nevada Board Of Professio	Renewal of Hudson Klein's Professional Engineering License	PW - Engineering
Ronnie Rector	125.00	Nv Board Of Engineers	Renewal of Hudson Klein's Professional Engineering License	PW - Engineering
Ronnie Rector	175.00	Ncees.Org	Renewal of Hudson Klein's Professional Engineering License	PW - Engineering
Ronnie Rector	311.00	American Water Works Asso	Renewal of Tim Buxton's AWWA membership	PW - Engineering
Rich Allen	-14.99	Wells Fargo	Refund for disputed charge	PW - Fleet
Rich Allen	-14.99	Wells Fargo	Refund for disputed charge	PW - Fleet
Rich Allen	14.99	Amazon Prime	Disputed charge	PW - Fleet
Rich Allen	194.34	Sq *sierra Services Lic	Lift Cylinder	PW - Fleet
Rich Allen	985.53	Simple Tire	Tires	PW - Fleet
Zachery Stephens	7.64	The Home Depot #3312	Operating Supply - 6" steel T-post	PW - Mtce.
Zachery Stephens	19.93	The Home Depot #3312	Operating Supply - velcro extreme tape	PW - Mtce.
Zachery Stephens	34.46	The Home Depot #3312	Operating Supply - tools	PW - Mtce.
Zachery Stephens	39.26	The Home Depot #3312	Operating Supply - tools	PW - Mtce.
Eric Freistroffer	3.00	Rainbow Printing & Office	Petty cash slips	PW - Pipeline
Eric Freistroffer	43.92	Raley S #113	Drinking water	PW - Pipeline
Carl Stump	252.24	The Home Depot 3312	New Straps for ratchet	PW - Pipeline
Eric Freistroffer	925.00	Nassco, Inc.	PACP Certification Class	PW - Pipeline
Troy Sanders	60.00	Paypal	Class through Indigo Water Group-CEU's and Training	PW - Treatment
Bryan Kambitsch	61.41	Radwell International	New contacts for SPS-10 Motor Starter	PW - Treatment
Bryan Kambitsch	95.28	Filter Element Store	Filter for ambient ozone monitor	PW - Treatment
Bill Robbins	99.00	The Home Depot #3309	Milwaukee Drill used for Lab water sampling	PW - Treatment
Troy Sanders	140.00	Or Health Authority	Water Certificate Renewal	PW - Treatment
Bryan Kambitsch	329.02	Radwell International	New Drive for polymere skids	PW - Treatment
Kaylen Prior	335.00	Nv Rural Water Asso	Attending NV Rural Water Conference - Kaylen P	PW - Treatment
Kaylen Prior	335.00	Nv Rural Water Asso	Attending NV Rural Water Conference - Caitlin D	PW - Treatment
Bryan Kambitsch	484.59	Radwell International	New contacts for SPS-10 Motor Starter	PW - Treatment



Procurement Card Transactions Continued

Cardholder Name	Amount	Supplier	Description	Dept
Troy Sanders	613.83	United Security Products	New auto diater for sewer pumping Station alarming	PW - Treatment
Kaylen Prior	960.00	California Water Environ	Attending CWEA Annual Conference 04.08.24-04.12.24	PW - Treatment
Troy Sanders	1,016.61	Denora Water Technolog	Recertification of Equipment	PW - Treatment
Troy Sanders	1,758.00	Sp Forensicsdetectors	SPS-1 4 Gas monitoring	PW - Treatment
Jim Youngblood	10.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	10.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	10.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	20.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	25.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	25.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	25.00	California Water Environ	CWEA - Continuing education units	PW - Utilities
Jim Youngblood	115.00	lapmo	Uniformed Plumbing Code books for GPA Lead Service Line Inventory Project	PW - Utilities
IVGID Ski	-60.00	Psia Western Division		Ski
IVGID Ski	13.99	Disney Plus	Subscription service for streaming videos to play in Child Ski Center	Ski
IVGID Ski	15.00	Diamond Peak Locker	Credit to be received was used for testing	Ski
IVGID Ski	19.99	Adobe Inc.	Subscription service for Program to edit documents	Ski
IVGID Ski	19.99	Adobe Inc.	subscription service for program to edit documents	Ski
IVGID Ski	28.95	Pandora.Moodmedia.Com	Subscription for streaming music to play in the Rental shop	Ski
IVGID Ski	60.00	Msit * E0800r2k1q	Subscription service Sharpoint to communicate and document activities	Ski
IVGID Ski	230.00	Psia Western Division	PSIA Level 1 Registration Metzinger, C.	Ski
IVGID Ski	353.34	Emergency Medical Produc	Supplies of medical materials for Patrol Room	Ski
IVGID Ski	675.00	Responder Alliance	Courses for services in patrol	Ski
			Total	
			45,183.03	





1
 2 INCLINE VILLAGE
 3 GENERAL IMPROVEMENT DISTRICT
 4 BOARD OF TRUSTEES
 5
 6
 7
 8
 9 TRANSCRIPT OF HEARING
 10 PUBLIC MEETING
 11 Live and Via Zoom
 12
 13 Held at the Boardroom
 14 893 Southwood Boulevard
 15 Incline Village, Nevada
 16
 17 Wednesday, April 10, 2024
 18
 19
 20
 21
 22
 23
 24 Reported by: Brandi Ann Vianney Smith
 25 Job Number: IVGID 35

1 APPEARANCES
 2
 3 **BOARD MEMBERS PRESENT**
 4 SARA SCHMITZ, CHAIR
 5 RAY TULLOCH, TREASURER (via Zoom)
 6 DAVE NOBLE, MEMBER
 7
 8
 9 **ALSO PRESENT**
 10 SERGIO RUDIN, LEGAL COUNSEL
 11 HEIDI WHITE, DISTRICT CLERK
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1 Incline Village, Nevada - 4/10/2024 - 6:00 P.M.
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 5 CHAIR SCHMITZ: Good evening. It's six
 6 o'clock here in Incline Village. It is a regular
 7 meeting of the Incline Village General Improvement
 8 District Board of Trustees on April the 10th at the
 9 Boardroom here on Southwood Boulevard.
 10 We'll begin the meeting with the Pledge of
 11 Allegiance.
 12 A. PLEDGE OF ALLEGIANCE
 13 (Pledge of Allegiance.)
 14 CHAIR SCHMITZ: Moving on to the roll call
 15 of trustees.
 16 B. ROLL CALL OF TRUSTEES
 17 CHAIR SCHMITZ: Trustee Tulloch?
 18 TRUSTEE TULLOCH: Present.
 19 CHAIR SCHMITZ: Trustee Noble?
 20 TRUSTEE NOBLE: Here.
 21 CHAIR SCHMITZ: And I believe Trustee Dent
 22 is not joining us this evening, but Trustee Tonking
 23 intended to call in, so we will let the record
 24 reflect when she joins. Myself, Sara Schmitz, so we
 25 do have a quorum of the Board.

6

1 We will move on to initial public comment.
 2 C. INITIAL PUBLIC COMMENT
 3 MR. CHURCH: Good evening. I am Jeff
 4 Church, also known as Watchdog Jeff Church, and my
 5 website is watchdogjeff.com.
 6 I'm also a trustee for the Washoe County
 7 School District, District A, so I am your trustee.
 8 I've met many of you before. I do have to do this
 9 disclaimer: Views are mine, and I am a candidate
 10 for reelection, so I wanted to introduce myself to
 11 those that don't know me.
 12 I am a terrible politician. I tell the
 13 truth, I state my views, I don't mess around on
 14 that, I just have no filter, and that's one reason
 15 I'm here to talk about the TTD and the mobility hub.
 16 I voted no. I was totally opposed to it. Now I'm
 17 hearing rumors that they might not use it.
 18 We sold it to them way under market value,
 19 and if they don't use it, the point is I want it
 20 back. I want to use for our staff housing, I don't
 21 want it be condos for somebody, I want it for our
 22 people for staff housing, and then maybe potentially
 23 for Washoe County housing or state housing for our
 24 employees, but not for any other purpose. It was
 25 ours, we sold it under good faith that they were

7

1 going to use it for public purposes, and now maybe
 2 they're not.
 3 I'm also opposed to the closing of the
 4 Incline Village Middle School. I have eleven
 5 different reasons I could state why I'm opposed to
 6 closing the middle school, but it's really a
 7 nonstarter for me.
 8 Couple of things I just kind of want to
 9 educate you for in the little time I have left.
 10 There's actually two bites of the apple you're going
 11 to get in voting for school trustees. You have
 12 District A, which is what I am, there's three
 13 candidates, they're all educated people, I just ask
 14 you to look. And then there's about seven
 15 candidates for the at-large G.
 16 The reason I bring that up, I'd love to
 17 have somebody do a forum, let's put us on the hot
 18 seat, ask us tough questions. How do we believe --
 19 what about the closing of middle school? If there's
 20 any group that could possibly hold a non-partisan
 21 candidate forum, early voting starts in mid-May, so
 22 let's get 'er done, get us up here and put us on the
 23 hot seat and ask us the tough questions.
 24 I will say -- I have a little bit of time
 25 left -- there's three candidates in my district,

8

1 Stephanie Flores, wonderful lady, I'd call her a
 2 moderate. I'm clearly conservative, I make no bones
 3 about that. And then Ms. Hull, for lack of a better
 4 term, progressive, a hand-picked progressive one.
 5 So you have candidates, they're all good, depending
 6 on your point of view. I think I'm the best. I
 7 stand on my record. I'm a retired military officer,
 8 retired Reno PD, multiple college degrees,
 9 successful. I've lived here so long that I have the
 10 old, blue Nevada plate, which they will pry out of
 11 my cold, dead hands, and I used to live at Incline
 12 Village many years ago until I moved down the hill.
 13 Thank you for the time and have a good
 14 day.
 15 MR. MOLINELLI: Good evening. My name is
 16 Joe Molinelli.
 17 My comments will be in reference to Mr.
 18 Katz' comments about Tim Kelly during the March 6th
 19 special meeting. For the record, no one has asked
 20 me to be here, no one has asked me to defend
 21 Mr. Kelly, but after the comments I wanted to speak
 22 up, not only a friend, but a good person's
 23 reputation is wrongly trashed.
 24 I don't know Mr. Katz personally, but I
 25 don't believe he has any kids in youth sports, and I

9

1 don't believe he's been involved in the adult sports
 2 leagues organized and run by Mr. Kelly, so I'm not
 3 sure what his accusations are based on.

4 My wife and I have been homeowners in
 5 Incline for almost 10 years, full-time residents for
 6 the past five. We have a nine-year-old son who has
 7 played in almost all the youth sports leagues since
 8 he was three. I've been a volunteer coach for
 9 almost of all these teams, and I played in many of
 10 the adult leagues, so I believe I have credibility
 11 to speak on this as I've personally seen, firsthand,
 12 how much time Tim puts into his role at IVGID and is
 13 supporting our community through his position.

14 Since I first met Tim, I've always said --
 15 and I believe anybody who personally knows him -- no
 16 idea how he does it all, from everything in his
 17 IVGID role, supporting these sports organizations,
 18 coaching the high school team, to being involved in
 19 the church community, taking care of his family, he
 20 does everything. He puts in countless hours during
 21 the day, evenings, and weekends organizing and
 22 running all these youth sports leagues as well as
 23 the adult leagues. He's also refereed and coached
 24 many of these league teams and games because there
 25 aren't enough volunteers to help out.

10

1 Tim has not only helped our son become a
 2 better athlete, but first and foremost, he's been a
 3 leader for our son. He's taught him and all of our
 4 kids how to be better people, how to be great
 5 teammates, how to treat each other with respect.

6 Tim is a pillar of this community, and
 7 he's done so much good for it through his role at
 8 IVGID, he's impacted hundreds if not thousands of
 9 kids, past and present. "Evil" is the last word I
 10 would use to describe Tim.

11 Mr. Katz' comments I believe were not only
 12 uninformed, but they were reckless and careless.
 13 All anybody has to do is spend time around the Rec
 14 Center in the mornings, or any of the field gyms in
 15 the afternoons, evenings, or weekends and you would
 16 see how much time Tim puts into our kids and to
 17 these organizations. To suggest anything is just
 18 wrong.

19 If the Board -- and this is my ask -- is
 20 pursuing these baseless accusations, I hope that you
 21 do the proper diligence to find out the truth. Tim
 22 is a great man, and he's done a lot for this
 23 community.

24 Thank you.

25 MR. EZO: Hello. Ken Ezo.

11

1 I just wanted to comment, basically
 2 touching the same topic Joe was speaking on. I
 3 don't have any agenda, I don't have any awareness of
 4 where those comments about Tim Kelly were coming
 5 from. I was made aware of them, like many other
 6 people, these last few weeks, and I just wanted to
 7 vouch for Tim as a person and as an employee of the
 8 Rec Center and the people in this community.

9 I moved here with my family three years
 10 ago with two young boys. Tim and his family were
 11 some of the first people we met. He's just been
 12 absolutely everywhere, running clinics, summer
 13 camps, rec league. I'm a coach and got to know him
 14 a little bit on some of the rec leagues.

15 And, yeah, he's had a huge impact on my
 16 family, and has been an awesome role model for my
 17 boys. We just see him absolutely everywhere, just
 18 constantly pouring energy and passion into
 19 everything he does. I think he's just, yeah, been
 20 incredibly important for the community.

21 Like I said, I have no idea where those
 22 comments were coming from, but I was very, very
 23 surprised, as I'm sure many people were, and I just
 24 wanted to make that perspective known.

25 Thanks.

12

1 MR. GROSS: Good evening. My name is
 2 Michael Gross, and I've been a resident here in
 3 Incline Village for almost 10 years now.

4 On a positive note, I'm here to inform the
 5 Board of a donor-funded memorial plaza proposal that
 6 was submitted to our IVGID General Manager Bobby
 7 Magee last month. The offering comprises about 360
 8 square feet of cobblestone plaza, which is about the
 9 size of a small backyard patio, a large granite
 10 monument with inscriptions, two granite benches, and
 11 three flagpoles.

12 The best identified location is a
 13 two-and-a-half-foot-high plateau above the northern
 14 end of the Village Green. It's along Incline Way
 15 and across the street from the Recreational Center.
 16 The location is currently occupied by two park
 17 benches, which could be easily moved to either side,
 18 and this location is perfect with a list of
 19 attributes that is far too long to list in this
 20 small amount of time.

21 Prior to proposal submittal, a small team
 22 reached out to various Incline Village organizations
 23 and leadership to assess community interest in the
 24 memorial plaza. We had a great response, with
 25 endorsements from, of course, the Veteran's Club,

13

1 the Military (inaudible) Association, two Rotary
 2 Clubs, the Incline Village Realtors Association, and
 3 others. We've also worked with our philanthropic
 4 partners, the Parasol Tahoe Community Foundation,
 5 Claudia Anderson, and the Incline Tahoe Foundation.
 6 A large number of town, villages, hamlets,
 7 cities have some form of a memorial. Each bring a
 8 greater sense of community and a shared remembrance
 9 of those who sacrificed their lives for our
 10 community.
 11 As we all know, Incline Village is
 12 decentralized, there is no town center. We believe
 13 that the monument would bring a greater focus to the
 14 Village Green, it would be an easily recognized
 15 landmark, and a source of community pride. It would
 16 also be a gathering point for national holidays,
 17 flag retirement ceremonies, and other events.
 18 All the needed donor funding has been
 19 identified, with an estimated fabrication and
 20 installation costs of around \$110,000. We are
 21 currently collaborating with Bobby Magee on the
 22 process for IVGID evaluation approval.
 23 We believe we will need to come before the
 24 Board two times; the first would be a conditional
 25 approval. Is it a good idea? Is it a good use of

14

1 community property, does the community benefit and
 2 support this monument?
 3 The second would be final approval. Going
 4 through the due diligence, design and layout,
 5 detailed statement of work, subcontractor quotes,
 6 terms and conditions, funding.
 7 (Expiration of three minutes.)
 8 CHAIR SCHMITZ: You can leave your written
 9 comments.
 10 MR. GROSS: I left copies of the proposal.
 11 MR. NOLET: Chris Nolet, resident of
 12 Lakeshore, retired CPA.
 13 I'm going to make a few comments tonight
 14 to fall under my comments from March 28th with
 15 regard to the notion that we have audited financial
 16 statements for the year ended June 30th, 2023. We
 17 do have a signed report from our auditors, but the
 18 report is a disclaimer opinion. And a disclaimer
 19 opinion means the financial statements are not
 20 audited.
 21 Their disclaimer opinion says: We do not
 22 express an opinion on the company's financial
 23 statements because of all these reasons.
 24 I'm just not sure what part of "we do not
 25 express an opinion" we don't understand. These are

15

1 not audited financial statements as they're
 2 regularly referred to in a press release of late and
 3 other settings.
 4 Rather than punish you with a recitation
 5 of the auditing literature, I'll just tell you what
 6 dictionary.com says about a disclaimer: You are
 7 renouncing, repudiating, denying, and disavowing.
 8 Our auditor said they couldn't finish the
 9 audit, there were too many open items, and that was
 10 it. So, we do not have audited financial
 11 statements. This is not a matter of nomenclature or
 12 semantics; I just don't understand how there can be
 13 any confusion on this. And the press release from
 14 April 3rd certainly compounds this misleading
 15 assertion.
 16 Moreover, I listened to the GLGF meeting
 17 last week, and what they accepted was our ACFR with
 18 financials in it, which there's a disclaimer of
 19 opinion. Mr. Magee was asked what kind of report
 20 the auditors had given the District, and he
 21 appropriately responded, "A disclaimer of opinion."
 22 I'm just at a complete loss as why we still keep
 23 calling these "audited," and it has a lot of
 24 important ramifications.
 25 So I don't understand what the problem is.

16

1 If you need help, I'm happy to come in and help you
 2 with the literature. I will note in my almost two
 3 years of dealing with our audit firm, occasionally
 4 they can get a little lax with their nomenclature.
 5 If some of the confusion's coming from them, I think
 6 I can help that as well.
 7 I would conclude to say that I don't think
 8 calling these financial things "audited" isn't going
 9 to end well. Perpetuating a categorically incorrect
 10 narrative, the financial statements audited, will
 11 come to an end at some point.
 12 I'll just add, the ACFR is not on the
 13 website yet. I don't know why it's not since it was
 14 accepted over a week ago. If you go to the
 15 financial transparency page, which is where you
 16 would find that, it says: If you have questions,
 17 call Paul Navazio.
 18 I'm not going to do that. Lastly, I'll
 19 just say I'm not the only one that's kind of got
 20 this issue in their craw, and there are two other
 21 groups that I know of that are looking at both
 22 regulatory and legal recourse to set the record
 23 straight.
 24 Thank you.
 25 MR. SCHULTZ: Joe Schultz, Incline

17

1 resident.

2 This Board of Trustees is making serious

3 progress to identify, addressing, and correcting the

4 many serious problems ignored, created, and

5 prolonged by weak previous boards and unbridled

6 general managers. The majority of the critics of

7 this Board of Trustees have taken, it seems, little

8 to no time to appoint themselves with the facts

9 presented by the long history of community

10 mismanagement nor the voluminous meeting documents

11 available before each meeting. They come armed

12 primarily with gossip, hearsay, and opinions of

13 their lesser-informed comrades to these meetings

14 and/or posts on social media, inaccurate and unjust

15 criticisms of this board and individual trustees.

16 Would these critics rather have the next

17 board revert back to hiring the less competent,

18 retain ineffective employees, grant promotions based

19 on longevity and not on performance, and kicking the

20 can of critical, overdue improvements down the road

21 for another decade or two? The penalty for previous

22 procrastinations has already resulted in costs

23 doubling.

24 What would be better, having a very

25 personal GM or a highly competent one? Or hiring

18

1 another finance director who would fall years behind

2 in accounting requirements, buying then not

3 implementing new accounting software programs? Or

4 continuing to collect your money after bond

5 obligations are retired? What about extolling the

6 virtues of directors and employees who use legal

7 subterfuge to conceal mismanagement by refusing to

8 reveal legitimate document requests from concerned

9 community members? Would returning to that past

10 produce a better future?

11 While many, if not most, of the speakers

12 at this public forum are educated, they are seemingly

13 unaware that when they veer out of their lane of

14 expertise, they are devoid of any credibility or

15 authority to undermine the serious efforts in

16 deliberations of the current trustees to manage the

17 affairs of this community.

18 At a recent town hall meeting, an informal

19 session was conducted based on the last Flash

20 survey. I wondered about the comments. However,

21 unlike most respondents, I withheld my reservations

22 until the meeting, and the explanations and

23 information derived from the survey response became

24 quite clear when reviewed.

25 Many thanks to all those who offer

19

1 reasoned commentary designed to encourage and help

2 the IVGID trustees carry out the responsibilities.

3 All other nonconstructive critics simply pull the

4 community down while making the job of our publicly

5 elected officials tedious if not impossible.

6 Please, in the future, for the good of our

7 community, offer constructive commentary.

8 Thank you.

9 MS. MARTINI: Margaret Martini, Incline

10 Village.

11 I have heard around town a lot that our

12 general manager doesn't even live here. And I just

13 wanted to say that he probably doesn't live here

14 because who in their right mind would completely

15 uproot themselves from their family and et cetera,

16 wherever he is governing from, for a two-year, a

17 paltry two-year contract?

18 To completely dismantle your family and

19 move into an area just for a two-year contract is

20 asking an unreasonable request. And so to all those

21 who are screaming from the rooftops "he doesn't even

22 live here," well, let's talk about Mr. Winqest, who

23 didn't even live here, but he was physically here

24 weekly, as is Mr. Magee, and what did we have then?

25 We had chaos.

20

1 At least with Mr. Magee, and I urge

2 everybody to go and look at the letter that he

3 provided of his recommendations, to let everyone

4 know that he is completely and utterly qualified for

5 this position. And if you look and see that we've

6 even submitted bank statements that were audited for

7 the short time that he's been here, he has performed

8 miracles in this accounting department. And I think

9 we really need to be thankful because that is one of

10 the things that everyone was concerned about: the

11 books, the books, the accounting, the accounting.

12 Well, he has done a remarkable job in the

13 short time that he's been here. And when you look

14 at what people are saying about them, I challenge,

15 even some of those candidates who are CPAs for

16 Fortune 500 companies, to think that they could have

17 accomplished any more than he has accomplished,

18 especially with a computer software program that was

19 probably defunct by the time we even started to

20 implement it.

21 And so I just want say thank you to

22 Mr. Magee for stepping in, realizing that, and then

23 the next thing I think we need is an employee audit.

24 Thank you.

25 CHAIR SCHMITZ: No other public comments

21

1 in the room. Any online?
2 MR. DOBLER: Cliff Dobler, 995 Fairway.
3 Davis Farr, LLC, was engaged by IVGID to
4 perform an audit on the basic financial
5 statements for the year ended June 30th, 2023. The
6 goal was to complete an audit required by auditing
7 standards and issue an opinion that the financial
8 statements are presented fairly in all material
9 respects in the respective positions of all funds.
10 Because IVGID staff could not provide the
11 auditor with the information necessary to complete
12 the audit, no opinion was given by the auditor.
13 There was no completed audit.
14 IVGID staff, the Board of Trustees, and
15 the outside auditors somehow believe that the
16 financial statements were audited. Press releases
17 were provided to the Tribune, IVGID announcements,
18 and to the Nevada Department of Taxation that the
19 financial statements were audited. These statements
20 are misrepresentations and carries violations of the
21 law. I would highly recommend that these
22 announcements be withdrawn to avoid the potential
23 for costly litigation.
24 Now, I did a four-hour review of the
25 financial statements and was appalled at the vast

23

1 statement of cash flow on page 25 states the amount
2 is 3.4 million. Note 5, capital assets, page 37 and
3 38, states the amount of 7.5 million. The
4 restricted funds on note 14, page 44, states the
5 amount of the pipeline is only 5.5 million. Which
6 one is right?
7 There is no credibility to the unaudited
8 financial statements.
9 Thank you.
10 MR. BRIGGS: Good evening. This is
11 Michael Briggs. I live at 582 Douglas Court in
12 Incline Village.
13 I wanted to make a few comments about the
14 golf rates that are on tonight's agenda based upon
15 the report from last year's golf season that was
16 submitted to the Golf Advisory Committee by Darren
17 Howard.
18 First, 2023 was the first time in
19 recent years that residents who paid the daily rate
20 played more rounds than residents with Play Passes,
21 and I think that was probably intended by the Board
22 policy.
23 Two, the Picture Pass and Play Passes,
24 basically all residents play, has now dropped from
25 75 percent in 2020 to 63 percent in 2023.

22

1 number of errors and misrepresentations. I have
2 found over 40 errors, which in the aggregate would
3 be considered substantial, suggesting the financial
4 statements are worthless. Here are a few examples:
5 In the MDA on page 12, the payment of \$1
6 million made to the county for overpayment of
7 collection of property taxes was recorded as a
8 liability three years ago. The payment should have
9 reduced the liability and not be a reduction of the
10 current year's revenues.
11 After several years, the money collected
12 for the pipeline became restricted on the statement
13 of net position for proprietary funds, page 93, but
14 was not restricted on page 17 for the proprietary
15 funds.
16 On note 14 on page 44 describes the note
17 as "unrestricted funds," which is an error; it's the
18 complete opposite.
19 A \$1 million transfer was made from the
20 general fund to the utility fund. The amount was
21 recorded in reverse. Are the balances correct?
22 Lastly, 2023 costs for construction and
23 progress for the utility fund has four different
24 numbers in four different locations. The MDA on
25 page 14 states the amount of 6.5 million. The

24

1 Third, the average revenue per round paid
2 for by Play Pass Holders has risen from \$50 in 2020
3 to \$80 in 2023. That's a \$30 increase or 60 percent
4 increase. I think we are at the point on the Laffer
5 curve where an increase in rates going forward will
6 result in a reduction in revenues. And if there's a
7 cost or expenses problem at the golf courses, I
8 think we need to address it, but don't raise rates
9 further.
10 Finally, last year the IVGID Board of
11 Trustees adopted a policy for free reservations for
12 residents during the entire season, I think that was
13 popular, and still tee times were easily available
14 for residents to obtain. I would recommend
15 strongly, though, that if that policy is continued
16 that the Board put in a no resale or transfer for
17 value restriction on those passes. Otherwise, we
18 could end up with a problem with people getting free
19 tee times and reselling them.
20 Thanks for your time.
21 MR. WRIGHT: Frank Wright, Crystal Bay.
22 I'm a candidate for the board, along with
23 five other people. This is a clear-cut election.
24 You got two choices. We can continue being the
25 laughing stock of Washoe County. Our financials

25

1 have been, in the past, a disaster, they are getting
 2 better. We have people working on fixing a lot of
 3 things that are really, really wrong. And if you
 4 elect the candidates who are here for their
 5 self-serving purposes, then you're going to get the
 6 same thing over and over and over again.

7 There are some problems here. There are
 8 employee problems, big time, and if we don't correct
 9 them now and a new board comes in of the same old,
 10 same old, same old, we will be the laughing stock of
 11 Washoe County for another couple of years. Do you
 12 really want that? Do you want board members who are
 13 up here serving for their own self-serving interest
 14 and catering to people who elect them that want
 15 freebies, they want other people to pay for their
 16 amenities, or your want people that are responsible,
 17 people that are honest, people that will do what is
 18 necessary for this community to maximize all of our
 19 venues and have the people that are living here
 20 enjoy them, not just few, out-of-town golfers who
 21 join a golf club and get preferred tee times? I'll
 22 be really interested in seeing what kind of rates
 23 are recommended for golfers.

24 We have the ability to sell some tee times
 25 that we've never been able to sell now because in

26

1 the past, all these tee times were given away in
 2 February and you couldn't sell them to people who
 3 would pay a lot of money, which would result in all
 4 of us that live here getting lower rates because the
 5 people who don't live here will be paying more. If
 6 they're paying more, that means we can charge less
 7 for the citizens who are living here, and the golf
 8 courses won't lose \$2 million a year.

9 My suggestion is see your candidates, find
 10 out the ones who are here to help our community, and
 11 find out the ones who are here to help themselves to
 12 our amenities for their own self-serving purposes.
 13 It's very easy to figure out.

14 If anyone is on the list that is running
 15 for office that was part of that disaster called
 16 "the recall," I'd really think twice about what in
 17 the world they brought to our community and how
 18 ridiculous the whole thing was. The recall was a
 19 major disaster and a major black eye to this
 20 community.

21 Our financials are a major black eye to
 22 this is community. Let's put an end to it. Let's
 23 put in trustees who care about our community. I'm
 24 one of them.

25 Thank you.

27

1 MATT: That was our last public comment.
 2 CHAIR SCHMITZ: That closes out agenda
 3 item C. Moving on to agenda item D.
 4 D. APPROVAL OF AGENDA

5 CHAIR SCHMITZ: Staff has requested the
 6 removal of G 1, which was to review, discuss, and
 7 approve recommended 2024/2025 golf rates. That will
 8 be moved to our next meeting. That agenda item will
 9 be just deferred for one meeting.

10 Are there any other changes to the agenda?
 11 Sergio, do I need a motion if we're
 12 changing the agenda in any way?

13 MR. RUDIN: I think since it's an item on
 14 your agenda, you might as well have a motion. I
 15 think it's pretty straightforward to do it.

16 TRUSTEE NOBLE: I would move that we
 17 accept the agenda as posted, except for we will
 18 remove item G 1.

19 CHAIR SCHMITZ: Do I hear a second?
 20 TRUSTEE TULLOCH: I'll second.

21 CHAIR SCHMITZ: All those in favor?
 22 TRUSTEE TULLOCH: Aye.
 23 TRUSTEE NOBLE: Aye.
 24 CHAIR SCHMITZ: Aye.
 25 Motion passes. We will defer that agenda

28

1 item. Moving on to agenda item E.
 2 E. REPORTS TO THE BOARD

3 E 1. General Manager's Monthly Report
 4 CHAIR SCHMITZ: That begins with our
 5 District Manager's monthly status report. I will
 6 hand the floor over to you, GM Magee.

7 MR. MAGEE: I wanted to start out today
 8 with some good news on the Public Works front. At
 9 the recent California Water Environment Association
 10 annual awards, we had a number of people in Public
 11 Works that won awards. And so I wanted give a huge
 12 shout-out to Bobby Olson, who received an award for
 13 mechanical technician person of the year. To Brian
 14 Kambitsch, who received an award for electrical
 15 instrumentation person of the year. Jeff Donahue
 16 for pretreatment pollution prevention person of the
 17 year. And to Sarah Vidra for community engagement
 18 and outreach person of the year. In addition, I'm
 19 very happy to report that IVGID received a team
 20 award for safety plant of the year team.

21 I wanted to give a big shout-out to the
 22 Public Works team. These are things that they
 23 should be exceptionally proud of.

24 Moving on, the spring edition of IVGID
 25 Magazine was released today. It is on the

29

1 yourtahoeplace website now, and the issues have been
 2 mailed out so residents should be receiving those
 3 soon.

4 I wanted to highlight a couple of things
 5 that you'll find in the magazine. One is the
 6 comprehensive IVGID use summer camp guide for
 7 parents looking to enroll their kids in camps this
 8 summer. There's some listings of programs for
 9 senior and active adults this spring and early
 10 summer. Youth and adult sports leagues for this
 11 spring and summer. Some beach rules and updates to
 12 the beach can be found in the magazine. There's a
 13 photo recap of Diamond Peak special events this
 14 winter. And finally updates on major capital
 15 improvement projects that the District will be
 16 working on this construction season.

17 I would highly encourage people to check
 18 out the spring edition of the IVGID Magazine.

19 Then finally the last thing I wanted to
 20 highlight is out at the beaches, with the weather
 21 getting warmer, we've noticed an increase in
 22 activity at the beaches and wanted to let everyone
 23 know that there's limited staff in beach operations
 24 right now with a ramp up that is occurring through
 25 April. The beach ambassadors are already out there

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1 full time, but with Diamond Peak staying open,
 2 candidly, some of the employees that are likely to
 3 be working at the beaches are currently working at
 4 Diamond Peak. Over the next couple of weeks, we
 5 anticipate that there will be a ramp up in staffing
 6 until we're fully staffed sometime in mid to late
 7 April.

8 Finally, the last thing I have is that I
 9 wanted to announce that the RFID gate pilot program
 10 with the goose dogs has been a resounding success.
 11 The beach staff is reporting a tremendous amount of
 12 positive feedback from the community, and they
 13 wanted to share with the Board that they have got
 14 nothing but positive comments from the community on
 15 that.

16 With that, I'll close out my report, and
 17 if the Board has any questions, I'd be happy to take
 18 those at this time.

19 CHAIR SCHMITZ: I'm wondering if you would
 20 like to clarify anything relative to the public
 21 comments about the audit. Would you like to take
 22 that?

23 MR. MAGEE: I certainly can. So, as I
 24 spoke to the Department of Taxation, the requirement
 25 was that we submitted the audited financial

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1 statements. And I do understand that there's some
 2 debate on the semantics of the language that was
 3 used. I have talked to Jennifer Farr, and her
 4 opinion is that she has issued an opinion. The
 5 opinion is a disclaimer of opinion.

6 And so I understand that there's debate
 7 around that, but at the committee on local
 8 government finance, they did accept the documents,
 9 and the State let us know that they believe we are
 10 in full compliance with the law.

11 CHAIR SCHMITZ: Thank you. Is one of that
 12 items of compliance is to submit audited financials?

13 MR. MAGEE: Yeah. We do need to submit
 14 audited financials, and these financials are
 15 considered audited by the committee, by the State,
 16 and so that's why they've shared with us that
 17 they're accepting them as complete at this time.

18 TRUSTEE TULLOCH: General Manager Magee,
 19 I'm looking at the financial report and the Tyler
 20 Munis reimplementation or correction or whatever.
 21 We thought by bringing in an experienced project
 22 manager to run this, rather than just assume that we
 23 can do all part time?

24 MR. MAGEE: The answer yes. We are doing
 25 it both in house, and we're also engaging with some

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1 of the experts at Baker Tilly and using their
 2 recommendations for the items that they believe we
 3 should look at. And so ultimately it is Assistant
 4 Director Adam Cripps who is making the decisions on
 5 how to most appropriately set up the internal
 6 controls within the system and the way that the
 7 system works. And then he's working, obviously,
 8 with Director of IT Mike Gove as well. And so we do
 9 have an entire team of people that are working this.

10 We have not considered bringing forward a
 11 recommendation to the Board at this time, which
 12 would include additional resources for this, but we
 13 are working within the resources that the Board has
 14 already provided and we do have experts on staff
 15 with Baker Tilly that are assisting us with that.

16 TRUSTEE TULLOCH: I understand that.
 17 One of the key issues we identified with
 18 the original implementation was the attempts to do
 19 it ourselves without using a system integrator or an
 20 experienced project manager dedicated to that that
 21 could drive the project.

22 I'd certainly -- while no disrespect to
 23 the experts at Baker Tilly or whatever, driving an
 24 ERP-type project like this does require some special
 25 skills. I would ask you to consider it.

33

1 CHAIR SCHMITZ: The one thing I just
 2 wanted to mention to my fellow board members is that
 3 in discussing with the General Manager, the public
 4 records request that gets published in his monthly
 5 report, we're actually going to bring an agenda item
 6 just to clarify what the Board wants to see because
 7 this list is only going to get longer with every
 8 month. So, we will be bringing that back as an item
 9 for brief direction of what needs to be included in
 10 the board packet.
 11 Seeing no more questions on the General
 12 Manager report, we'll move on to item E 2.
 13 E 2. Utility Infrastructure Master Plans for
 14 Water and Sewer
 15 CHAIR SCHMITZ: I will hand this over to
 16 the interim Director of Public Works Ms. Nelson and
 17 her team.
 18 MS. NELSON: As you're aware, in
 19 October of 2022 the Board of Trustees approved the
 20 water and sewer master plan project. The original
 21 scope included the SKATA master plan as well, but
 22 due to budgetary issues, that was re-budgeted as a
 23 separate project. Public works staff is currently
 24 preparing the statement of qualifications to be
 25 advertised in the near future for that project.

35

1 First, preparing a utility master plan,
 2 it's a multi-phase process. It starts with a large
 3 data collection and review stage. We interview
 4 utility operations staff, we come up and tour your
 5 facilities, do field investigations and field
 6 surveys all so that we can then make some
 7 engineering evaluations of your system capacity and
 8 performance.
 9 Ultimately, all of that information gets
 10 documented in the plan itself. This plan went
 11 through three rounds of review and improvement. We
 12 workshopped it with District staff, and ultimately
 13 presented and recommended the capital improvement
 14 program with the plan, which is the primary goal.
 15 Of any utility master plan, that CIP is the roadmap
 16 for the future to answer the question for the
 17 utility and community, what do we need to do and
 18 when do we need to do it?
 19 We're going to look at the water and sewer
 20 system and look at what DOWL's evaluation of those
 21 systems are. In doing so, we're using a rubric that
 22 was developed by the American Society of Civil
 23 Engineers for the nation's infrastructure report
 24 card. It's really a scale, A through F scale,
 25 ranging from exceptional to failing. And I do want

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1 The master plan's purpose is to document
 2 system trends and capacity, infrastructure condition
 3 and performance, and provide a plan for the near and
 4 long-term capital improvement replacement needs.
 5 DOWL Engineering worked closely with the Public
 6 Works staff to gain knowledge of both systems and
 7 provide their independent review of the overall
 8 systems.
 9 I'd like to introduce Luke Tipton with
 10 DOWL Engineering. He is their water and wastewater
 11 leader, and he's going to provide a short
 12 presentation to the Board. And then we're here to
 13 answer questions.
 14 MR. TIPTON: Very pleased to present
 15 DOWL's evaluations of the water and sewer utilities
 16 as a result of the completion of the utility master
 17 plans.
 18 Tonight we're going to go through the
 19 master planning process and some of the key goals,
 20 as well as explaining how we grade the system, and
 21 then looking at the specific results for the water
 22 and sewer systems. I will note, I'm going to try
 23 and streamline this as much as possible. I know
 24 we're trying to save some time here, so I will kind
 25 of breeze through a few of these slides here.

36

1 to note that, while this rubric was developed by
 2 others, all of the grades given to your
 3 infrastructure are opinions of DOWL based on our
 4 professional expertise and working with water and
 5 wastewater utilities.
 6 Looking specifically at the water system,
 7 we can see we broke the water system into four
 8 primary components, and then provided individual
 9 evaluation grades for each of the criteria listed on
 10 this table. Ultimately then, we average all of
 11 those grades and result in the overall grade which
 12 we see on the column to the right.
 13 For the water system, the overall grade
 14 for those system components ranged from C to an
 15 A-minus, and really what that tells us is that the
 16 Burnt Cedar facility is in really good shape,
 17 doesn't require significant improvements in the near
 18 future, however routine maintenance and implementing
 19 best management practices are critical to
 20 maintaining that performance into the future.
 21 Looking at the lowest-scoring component
 22 with a distribution system of a C, that tells that
 23 that component requires attention, and the reason
 24 for that and the reason for the D in the future need
 25 category is that almost half of your system requires

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1 replacement of aging water mains, that you're having
 2 multiple failures due to old pipes.
 3 Altogether, we take those individual
 4 component grades which results in a composite grade,
 5 and overall system grade of a B-minus, which really
 6 B-minus says that the system is adequate for now but
 7 it's in danger of declining if the District isn't
 8 proactive.
 9 And then we can also see that of how the
 10 system compares to the national report card grade,
 11 infrastructure report card grade, and the State of
 12 Nevada report card grade, which both were C-minuses
 13 the last time those were conducted.
 14 I mentioned the aging water main
 15 replacement project, here's a figure that identifies
 16 the mains recommended for replacement, which, like I
 17 said, is about half of your distribution system.
 18 Moving quickly on this slide, this slide
 19 is intended to highlight that the seasonal
 20 fluctuations in water demand, primarily tied to
 21 outdoor irrigation, you can see that in the summer,
 22 the average daily demand is around 5 million gallons
 23 per day, whereas in the winter, we're more around 1
 24 million gallons per day.
 25 Looking now at the sewer system, the sewer

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1 system, we broke into the components of the
 2 collection system, the lift stations which pump the
 3 sewer to the water resource recovery facility, that
 4 facility is its own component, then the effluent
 5 export system. Overall, the sewer system scored a
 6 little lower than the water system. And some items
 7 I want to point out are looking at, under the health
 8 and safety evaluation criterion, the lift stations
 9 and the water resource recovery facility all scored
 10 a D.
 11 Lift stations, that was primarily due to
 12 your sewer pump station 10, which has some outdated
 13 technology, which makes it very difficult to replace
 14 parts. That lift station sits directly adjacent to
 15 Lake Tahoe.
 16 And then on the water resource recovery
 17 facility, the reason for the low score there is the
 18 lack of effluent storage capacity at that facility.
 19 However, we anticipate that grade significantly
 20 increasing once the new effluent storage tank is
 21 online, which is slated for, I think, this
 22 construction season.
 23 As I mentioned, the sewer system score is
 24 a little lower than that water system at an overall
 25 grade of a C-plus, which is really a call for

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1 attention and improvement. And the comparison to
 2 the national and state grades there is looking
 3 better than the national report card, but actually
 4 lower than the State of Nevada report grade of a
 5 B-minus.
 6 This figure is of the water resource
 7 recovery facility and some of the uniprocesses we've
 8 identified for improvements in the near future.
 9 With that, prepared to answer any
 10 questions or comments on the plans.
 11 TRUSTEE NOBLE: Putting a little more
 12 context with regards to the grades, so with regards
 13 to the WRRF, once that tank gets put into service at
 14 the end of this coming construction season, right
 15 now that grade's a D, where do you expect it to be
 16 after that?
 17 MR. TIPTON: I expect it to be -- it would
 18 probably be in the low Bs, really. That category
 19 covers really what could be the consequence of a
 20 failure and not be able to export effluent is a real
 21 high risk for the utility. Having more storage
 22 capacity if something were to happen on that export
 23 system is a great benefit to the facility.
 24 TRUSTEE NOBLE: Then with the effluent
 25 export, overall grade is C-plus, and you're very

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1 well aware, we've got the replacement of the
 2 effluent pipeline going on for the next
 3 several years. What do you anticipate that grade
 4 being once that project is complete?
 5 MR. TIPTON: I would anticipate that
 6 probably being an A-minus, B-plus, somewhere in
 7 there.
 8 TRUSTEE NOBLE: Then you mentioned with
 9 lift stations, it's sewer pump station number 10
 10 that is dragging that grade down currently; is that
 11 correct?
 12 MR. TIPTON: That was the critical
 13 facility because of that outdated technology, and
 14 that's why, in the CIP, it's recommend for
 15 replacement in fiscal year '26.
 16 TRUSTEE NOBLE: '26. And do you think
 17 fiscal year -- never mind.
 18 Then with regards to the water system
 19 grades distribution, and you referenced replacement
 20 of the water mains is what's driving that degrade at
 21 this point; is that correct?
 22 MR. TIPTON: Correct. Yes.
 23 TRUSTEE NOBLE: And so we currently have a
 24 water main replacement program in place now, does
 25 that need to be accelerated in your opinion?

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1 MR. TIPTON: It could be accelerated. I
2 mean, that program --

3 TRUSTEE NOBLE: I guess, should it be
4 accelerated, in your professional opinion?

5 MR. TIPTON: I think that the District is
6 doing a lot in that regard. And we're recommending
7 spending \$3-, \$4-, \$5 million a year ever year for
8 the next ten years to replace, starting with the
9 steel water mains, which are failing most
10 frequently, which is a problem for service outages
11 as well as driving up costs. It's always more
12 costly to spot repair instead of wholesale replace.

13 TRUSTEE NOBLE: Do you see the District's
14 water main replacement program as it currently
15 stands adequate to address that degrade, and that
16 over the next ten years that would be a sufficient
17 response or would you like to see something more
18 coming from the District with regards to that?

19 MR. TIPTON: I think that the plan we've
20 laid out in the master plan is adequate, and that
21 the District staff is doing their best to address
22 this problem and replace those mains.

23 TRUSTEE TULLOCH: I did see something
24 disturbing. If I go to the executive summary of
25 your report on page 11, where states that we don't

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1 have any assessment scoring data or risk evaluation
2 metrics, yet we've been investing several million
3 bucks a year in asset replacement, and it's not that
4 long since we had an asset management -- manager or
5 director, I can't remember which it was, that
6 concerns me a bit. So we haven't really been
7 properly targeting investment, is that your finding?

8 MS. NELSON: Is that in the sewer master
9 plan or the water master plan?

10 TRUSTEE TULLOCH: It's in the water mater
11 plan, the executive summary, page 11, under section
12 2.0, condition assessment and risk analysis.

13 MR. TIPTON: When we scoped this project
14 and originally met with the District staff, it was
15 the belief this data existed, however, that
16 infrastructure scoring was not available, and so
17 that's why we have recommended a program to score
18 all of your water and sewer assets -- it's in both
19 plans, really -- here in the near future to better
20 understand the condition of your facilities.

21 On the water side, it's a little less
22 important than on the sewer side just because it's
23 difficult to make those investigations. We are --
24 the District does maintain an annual leak testing
25 program, and we're asking to continue that and even

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1 ramp it up slightly.

2 But then on the sewer side, it's to review
3 all of the videos that currently exist, they just
4 have not been scored by a NASCO-certified
5 individual.

6 TRUSTEE TULLOCH: And this would be
7 normal. If you look at your risk assessment and the
8 condition assessment, this concerns me. Do you have
9 some recommendations or changes to our current
10 investment plans and our programs and how we better
11 target this investment?

12 MS. NELSON: I'll answer that. We are
13 looking at, in next year's budget, requesting funds
14 for additional camera equipment, as well as training
15 for our staff to become NASCO certified. That's
16 what we're doing on the operations side to address
17 those issues.

18 We have a robust GIS system where all of
19 that information can be input and then stored
20 forever, basically, so that's the direction that we
21 would like to take.

22 TRUSTEE TULLOCH: But is this -- are we
23 putting a lot of pause on our current investment
24 plans to look at better targeting of investment, or
25 are we just moving it still with the multi-shot and

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1 not really targeting the critical areas?

2 MR. TIPTON: In our opinion, I think
3 District staff is aware of what the critical areas
4 are, but, yes, we are recommending that the District
5 beef up their program and maintain frequent scoring
6 of their assets, and really see paying off five,
7 six, seven years down the line. And not necessarily
8 that that needs to be completed to know what the
9 next big problem is.

10 TRUSTEE TULLOCH: Understood. So as part
11 of the recommendations, accurate targeting rather
12 than just blanket hitting an area?

13 MR. TIPTON: Yes. You know, that data
14 would help us more accurately score which areas have
15 the highest likelihood of failure.

16 TRUSTEE TULLOCH: The next question is
17 really for Ms. Nelson. In terms of last year, we
18 spent a lot of time and money on developing the
19 financing profile for the next five, ten years.

20 Is there anything in these recommendations
21 in this master plan that is going to change these
22 and going to require a reassessment of that?

23 MS. NELSON: I think there will be. And
24 we will -- we're in the midst of budget right now,
25 so you will probably be seeing some redlined changes

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1 in your budget for the next year and then the
2 out years as well.
3 We can certainly track that so it's easy
4 to identify if that helps for the Board.
5 TRUSTEE TULLOCH: Will we also be
6 revisiting the plan and then seeing what the impact
7 is on rates based on these changes?
8 MS. NELSON: Absolutely.
9 TRUSTEE TULLOCH: One final overall
10 comment, and, I think, for the benefit of the
11 public. I'm not surprised that the overall
12 assessment here, this is not something unique to
13 Incline Village, it's pretty much common right
14 across the nation because most of the water
15 infrastructure has been put in 50, 60 to 100 years
16 ago. It's starting to fail across the country, this
17 isn't something unique to us.
18 MS. NELSON: That's correct.
19 CHAIR SCHMITZ: My question piggybacks on
20 Trustee Tulloch, and that is we have a history of
21 scheduling projects, budgeting projects, and then
22 not getting them complete in that fiscal year and
23 carrying things over.
24 To me, some of these things are critically
25 important to get addressed in a timely fashion.

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1 make sure that we can address the projects.
2 CHAIR SCHMITZ: Then to the rate study,
3 with the rate study, do we need to go back and do a
4 reevaluation? Because this year, we decided that we
5 were going to use the data from last year, use the
6 recommendation from last year with this updated
7 information, do we need to go back out to have a
8 professional reevaluate the rates?
9 MS. NELSON: I would highly suggest that;
10 however for this budget, we don't have time.
11 CHAIR SCHMITZ: Correct.
12 MS. NELSON: However, we will be using
13 finance staff and myself to evaluate and go through
14 the changes in the budget versus the year two of the
15 rate study just to see how close we are and if we do
16 need to adjust that year two.
17 Our plan is to bring that rate hearing
18 forward in May so that at least the rates are in
19 place for the next fiscal year before July 1.
20 CHAIR SCHMITZ: Do you want on the long
21 range calendar in October/November to potentially
22 evaluate having a rate study done for next season?
23 MS. NELSON: I would actually like to
24 start that in August.
25 CHAIR SCHMITZ: In August. So, we'll just

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1 Does staff have the capacity to deliver according to
2 what they're proposing be the capital project plan?
3 MS. NELSON: We are reviewing that. We've
4 already begun that process. And we know that we're
5 short staffed. General Manager Magee has authorized
6 us to advertise for the senior engineer position. I
7 think that there's two different things going on
8 there as well because our construction season spans
9 a fiscal year, you do see a lot of carryover, but we
10 have that six-month period to get the projects done.
11 I think that we've done a pretty good job
12 about getting the designs done early, bidding, and
13 moving projects forward over the last couple
14 of years that we have been more fully staffed. With
15 the loss of the director, things have shifted, so
16 that is where it's really important that we do get
17 that senior engineer back on board so we can keep
18 the momentum going.
19 But we are evaluating that, our capacity
20 and then the capacity to actually bring in
21 consultants to do the work. You will notice that
22 the Alder Avenue project, it was done by an outside
23 engineer. We're having that engineer continue to do
24 through the construction administration.
25 We're doing different things to try to

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1 need to update the long range calendar to get that
2 scheduled.
3 My question that wasn't answered is around
4 the description that you give about the density of
5 the sewage. Okay? In your description in the
6 executive summary, you start talking about how the
7 low-flush toilets and low-flow shower heads actually
8 is changing the plant and changing the capacity of
9 the plant.
10 You had talked about originally the plant
11 had a capacity for some amount based on a certain
12 assumption. Now those assumptions have changed.
13 I'm wondering if we should go and say what is the
14 new capacity given the denser materials? Because we
15 have a lot of rezoning that has been done, and I
16 think that we should get ahead of it and understand
17 where we are with limitations.
18 It seems like the sewer side is
19 potentially more critical to have addressed, the
20 water might not be as critical of an issue after our
21 discussion, but I think that would be -- I would
22 think that would be some helpful analysis for us to
23 have done.
24 The other thing I'm wondering if you could
25 update, in the sewer executive summary in these

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1 pages where there's red numbers, I just couldn't see
 2 what it was that you were trying to highlight. And
 3 it might be good to just add some verbiage so that
 4 others don't have the same question as I did when I
 5 read the document. That's just a suggestion.
 6 MR. TIPTON: Okay.
 7 MS. NELSON: I'd like to just address the
 8 concentration of the wastewater.
 9 Operations staff is moving in a different
 10 direction, and that's why we came in front of the
 11 Board to request the approval on the probes to be
 12 able to analyze and get ahead of what's coming in
 13 and actually modify the process a little bit.
 14 Next board meeting, you'll see a request
 15 for lab equipment, and that lab equipment is
 16 twofold, it'll help with water system testing that
 17 we have going on, as well as realtime testing of
 18 wastewater that's coming in so we can actually
 19 calibrate and make sure that we're changing things
 20 from reading the probes and making sure that we're
 21 seeing the actual results that we're after.
 22 That's kind of how we're tweaking the
 23 system at the operation level, but, yes.
 24 CHAIR SCHMITZ: Here's just my layman's
 25 question: With the change, does it actually reduce

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1 the capacity that the station can handle? That's
 2 just the nutshell of the question.
 3 MR. TIPTON: Yeah. The short answer's
 4 yes. But I'd also say that DOWL has currently
 5 engaged the District where we're exploring what it
 6 would take to create a biological model of the
 7 facility where we can run analyses and understand
 8 what truly is the current capacity of the plant and
 9 how would that be impacted with future development,
 10 and/or how that would be impacted with changes to
 11 certain unit processes.
 12 We're just starting that process now.
 13 CHAIR SCHMITZ: That's something that'll
 14 be on your plate. Okay. Thank you.
 15 I do really appreciate the grading and
 16 it's very simple and easy to understand. And the
 17 reports, I think it'll really help staff, and it'll
 18 help the Board to prioritize projects and understand
 19 the roadmap we're on in the utilities.
 20 Any other questions?
 21 TRUSTEE TULLOCH: Just with regard to the
 22 rate study, given that we just did a full-blown rate
 23 study, very high cost, it was 12 months ago, I'm
 24 assuming that we still have the supporting
 25 spreadsheets and documentation. Can I suggest that

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1 rather than just diving into this later in the fall,
 2 perhaps we plug some numbers based on some of these
 3 proposals for increased capital and probably
 4 increased operating costs?
 5 Can I suggest that maybe we just plug some
 6 of these numbers in to give us sighting shot to
 7 start with before we start on another full-blown
 8 study? Once we start doing them every two years,
 9 it's adding a significant level of cost as well.
 10 MS. NELSON: That was my plan for this
 11 initial rate hearing that you'll come to the Board
 12 in May. However, what I'm recommending is just an
 13 update to the rate study that was completed. It
 14 won't be a full-blown rate study, but we can
 15 certainly keep that in mind.
 16 TRUSTEE TULLOCH: Yeah. I think my
 17 follow-up question to that is by November or so, are
 18 we really going to have flushed out what this means
 19 in terms of additional investment and additional
 20 affects?
 21 MS. NELSON: I think we need to be moving
 22 in that direction.
 23 TRUSTEE TULLOCH: Okay. I would just ask
 24 that we make sure we have that properly flushed out
 25 before we invest more in a further rate study. In

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1 the short term, we can plug in numbers to the model.
 2 MS. NELSON: Understood.
 3 CHAIR SCHMITZ: Thank you both very much
 4 for the presentation, the brief presentation, and
 5 also for all of the effort that went into this.
 6 It's really helpful to have a roadmap for our
 7 future. Thank you.
 8 Moving on.
 9 E 3. Incline Beach House and Access Project
 10 Verbal Report
 11 CHAIR SCHMITZ: Verbal report and update
 12 on the Incline Beach House and access projects.
 13 MS. NELSON: The team met this week. They
 14 had to make up for last week's meeting because it
 15 was spring break and most of the project team was
 16 out of town.
 17 The team is focused on getting all of the
 18 entitlements in order. That includes reviewing the
 19 site encumbrances, such as site constraints, the
 20 sewer limitations, as well as TRPA allowable
 21 coverage. We have started the coverage verification
 22 process with TRPA. The Board will be seeing a
 23 contract for the geotechnical investigation as well
 24 as the soils hydro report probably at the April 24th
 25 meeting.

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1 Currently, the project is on schedule with
 2 the Board-authorized \$4 million, all in budget for
 3 the Beach House project. It has been mentioned from
 4 members of the Board that the design needs to be
 5 completed without regarding to the authorized
 6 budget. If this is the desire of the entire Board
 7 to revisit the authorized dollar amount, please note
 8 that this is not an agenda item for this evening,
 9 but I would suggest it come back maybe during the
 10 long range calendar discussion and put it on the
 11 Board agenda at that time.

12 Staff is planning to receive the
 13 preliminary budget from the project team on Monday.
 14 Staff will be meeting with the finance team to
 15 review the budget, update, and provide an update at
 16 the following meeting, April 24th meeting. It might
 17 be a good opportunity to start the discussion of
 18 bonding at that point because we will have both
 19 preliminary project costs for the Beach House as
 20 well as the access project.

21 And with that, I will turn over to the
 22 Board for any questions.

23 CHAIR SCHMITZ: Any questions?

24 TRUSTEE TULLOCH: In terms of the overall
 25 design, have we reached out to Incline Spirits, who

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1 have been running the bar very successfully, that we
 2 have their input for that as well, assuming that we
 3 continue the same operating model going forward to
 4 make sure that we can have a situation where we
 5 could have different bar providers as to food
 6 providers?

7 MS. NELSON: I don't know that we've
 8 reached out to date, but we do have that planned
 9 for, hopefully, within the next week.

10 We have meetings going on on Monday to
 11 discuss, again, the budget portion of it, and then
 12 we will reach out to Incline Spirits just to get
 13 their feedback on where the project is and what
 14 needs they may have or see any changes that they
 15 might suggest.

16 TRUSTEE TULLOCH: Let's make sure that the
 17 two operations can operate independently if
 18 required, that there's no conflict.

19 CHAIR SCHMITZ: I, too, think that we need
 20 to have a design that segregates the food aspect of
 21 it from the bar aspect of it, because we potentially
 22 in the future could have different vendors providing
 23 food service compared to bar service, and so we
 24 wouldn't want to have commingling of property and
 25 access and that sort of thing. I think that's very

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1 important.

2 One of the things -- I sat in on the
 3 meeting this past week, it was very informative, and
 4 one of things on the design that I've thought about
 5 that I think we should potentially also reconsider
 6 is in the design, it included four outdoor showers,
 7 full showers, and that I think that we would be
 8 better served by having foot showers as opposed to
 9 full-on showers. I think that would be a prudent
 10 decision.

11 The other thing, Trustee Dent had asked me
 12 to share some things. He had asked me to share he
 13 doesn't think we should have showers, he said you
 14 could have the foot showers, that makes sense, but
 15 that we should really design for the future and that
 16 we may have different vendors. We need to have that
 17 separation.

18 The other thing that he wanted to bring to
 19 staff's attention, because I don't know if it has
 20 been, but the general manager of the Hyatt had
 21 informed us that they are going to be dismantling
 22 that brand-new bar that they just built at the beach
 23 at the Hyatt, and he basically said if you are
 24 interested in any of the infrastructure or
 25 equipment, let me know because it's going. So it

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1 might be worthwhile to take a look at how they have
 2 it, and if we had the ability to lift things, that
 3 potentially could be a huge cost savings. That was
 4 Trustee Dent.

5 I have not been down to look it, so I
 6 can't speak to how it's different from the design,
 7 but I think the team is going on the right
 8 direction. But I do think there's an aspect of what
 9 are the requirements of the design, and then what
 10 was that do to the cost? And I think we need to
 11 take things in a step-by-step, okay, here's what the
 12 Board really would like to see.

13 And I would encourage you to reach out to
 14 Incline Spirits, because one of the things they had
 15 shared with me is that the design of the kitchen at
 16 the Burt Cedar facility is very inefficient, and
 17 they have to actually have more staff at that
 18 kitchen than they do at the Incline.

19 And given that we're always struggling to
 20 get summer staff and staffing, we need to make sure
 21 that it is designed efficiently so that it minimizes
 22 the number of staff that needs to be there in order
 23 serve the public.

24 Are there any other questions or comments?

25 TRUSTEE NOBLE: I don't have any real

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1 comments at this point because I haven't seen the
 2 design. I've seen a couple of pictures but that's
 3 it, so I have no basis upon which to make any
 4 informed comments or decisions or recommendations
 5 today.

6 CHAIR SCHMITZ: Does staff feel
 7 comfortable -- Trustee Dent, I think, was thinking
 8 that when the fascia pictures were shared with us
 9 that we were also just seeing sort of basics of the
 10 bar and the kitchen layout, but that wasn't
 11 included.

12 It is too preliminary at this point to
 13 share it?

14 MS. NELSON: I believe so. I think
 15 they're still working with the kitchen designer and
 16 staff for layout, that kind of thing. The
 17 schematics that are being developed are very
 18 preliminary.

19 CHAIR SCHMITZ: I guess I would just
 20 encourage staff to share with the Board, because I
 21 think having input from the Board sooner rather than
 22 later helps to keep the design costs down, and we
 23 don't want to get to the end of a design phase and
 24 then have board members saying, well, this doesn't
 25 quite work for this reason or that reason.

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1 disagree.

2 CHAIR SCHMITZ: Thank you for that.

3 TRUSTEE TULLOCH: I would just say I'm a
 4 little bit concerned, I maybe misheard it, but I
 5 heard some things, well, we can just open up the
 6 funding now. I think let's see the 30 percent
 7 design at the agreed budget because we've judged all
 8 the proposed vendors based on that. I don't think
 9 at this state we suddenly tell the vendors, no, it's
 10 okay, we can suddenly rip through the budget. I
 11 think that would be unfair to the other contestants
 12 as well.

13 I would expect to see the 30 percent
 14 design that comes to us at the end of the month
 15 based on the existing budget.

16 CHAIR SCHMITZ: I agree. But I also don't
 17 want a design coming back that doesn't meet basic
 18 constraints about separation of food and the bar.

19 TRUSTEE TULLOCH: I totally agree. I
 20 think, to me, that's an essential to run the
 21 operations effectively.

22 CHAIR SCHMITZ: Is this sufficient
 23 feedback and direction for you?

24 MS. NELSON: Yeah, I believe so.

25 We will just move forward, see what the

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1 I think if there's some way to keep us
 2 somewhat informed as we're going along, I think it
 3 would be helpful, especially because you're going to
 4 be giving us updates at every meeting.

5 MS. NELSON: Um-hum.

6 TRUSTEE NOBLE: The next milestone is the
 7 30 percent design schematics, and what I don't want
 8 to see is the Board trying to micromanage every
 9 little minutia piece. I'm waiting for those 30
 10 percent schematics, and then I think we can take
 11 that and then provide any feedback at that point.

12 But this weekly feedback, unless there's
 13 questions that they have, I don't want get in the
 14 way of staff and the contractors at this point.

15 CHAIR SCHMITZ: Absolutely. But the way
 16 to keep costs down is to make sure that you're going
 17 in with design constraints that you understand.

18 This separation, that was an assumption
 19 that was being made is that they could be comingled,
 20 and when I discovered that, I thought I don't think
 21 that is what the Board is asking for. It's not
 22 micromanagement; it's making sure that our design is
 23 going to meet what we feel as a board we want for
 24 the future.

25 TRUSTEE NOBLE: I would just respectfully

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1 preliminary budgets come in at, and then we'll
 2 update the Board at the next meeting.

3 CHAIR SCHMITZ: All right. Thank you.

4 E 4. Project Savings Identified Verbal Report

5 CHAIR SCHMITZ: Verbal report and update
 6 on the project savings identified for the Board for
 7 the reappropriating of funds for the operating
 8 account from the augmentation of the '23/'24 budget.

9 MS. NELSON: At the board meeting on
 10 March 13th, the Board requested that staff find
 11 savings and unused funds throughout the water
 12 utility fund to cover the costs of the \$300,000
 13 increase to the distribution main and repair budget.

14 We did work with finance. There was over
 15 \$278,000 in the Crystal Peak water line replacement
 16 project, so we are requesting that the 300,000 be
 17 helped with the \$278,000 from that project.

18 We also have the line item in the water
 19 utility shared expense budget of \$25,000 for the
 20 portion of the utility rate study that we did not
 21 move forward, so we will take the remainder, the
 22 \$22,000, from that budget to augment the water
 23 transmission repair and maintenance budget.

24 CHAIR SCHMITZ: Are there any questions?
 25 Seeing none, that closes out agenda item

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1 E. Would you like to move on to the consent
 2 calendar or take a quick break first?

3 F. CONSENT CALENDAR
 4 F 1. Meeting Minutes for 3/6/24 Approval
 5 F 2. Meeting Minutes for 3/13/24 Approval
 6 F 3. Meeting Minutes for 3/28/24 Approval
 7 F 4. Painting Interior of Chateau Approval
 8 F 5. Mountain Golf Course Cart Barn Roof
 9 Approval
 10 F 6. IVGID Spooner Effluent Pump Station
 11 Easement Amendments Approval

12 TRUSTEE NOBLE: I would move that we
 13 approve items F 1 through F 6, as recommended in the
 14 agenda notice.

15 CHAIR SCHMITZ: There's a motion. Is
 16 there a second?

17 TRUSTEE TULLOCH: I'll second.

18 CHAIR SCHMITZ: All those in favor?

19 TRUSTEE TULLOCH: Aye.

20 TRUSTEE NOBLE: Aye.

21 CHAIR SCHMITZ: Aye.

22 The consent calendar is approved. We will
 23 take a short break, and we'll be back at 7:35 and
 24 begin with former G 2.

25 (Recess from 7:23 p.m. to 7:35 p.m.)

26 G. GENERAL BUSINESS

27 G 1. Alder Avenue Water Main Replacement

28 CHAIR SCHMITZ: Beginning with new item G
 29 1, formerly G 2, review, discuss, and approve a

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1 construction contract for the water main replacement
 2 on Alder Avenue and to authorize staff to execute
 3 change orders if required up to 10 percent
 4 additions.

5 MS. NELSON: For your consideration
 6 tonight is the construction contract with Gerhardt &
 7 Berry Construction. The proposed work is to
 8 eliminate approximately 1,300 linear feet of steel
 9 line; 800 feet of that is within a private parcel
 10 that does not currently have an easement, and the
 11 remaining 500 feet is within the Northwood Boulevard
 12 right-of-way.

13 The project consists of replacing
 14 approximately 1,000 -- actually, installing new,
 15 1,000 linear feet of PVC water main within the Alder
 16 Avenue right-of-way. This serves a couple of
 17 benefits to the water system. It provides
 18 redundancy and loops the system where it connects to
 19 dead ends, basically, so it will provide the
 20 capacity needed to serve the fire flows as well as
 21 domestic needs in that area.

22 At this time, I will turn it over to the
 23 Board for any questions.

24 CHAIR SCHMITZ: I have question about the
 25 overall long-term project. We talked about the data

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1 sheet, did you put that information together?
 2 MS. NELSON: I ran out of time.

3 CHAIR SCHMITZ: The question I had asked
 4 is since this is a multi-year project, we used to
 5 get the data sheets, would say what the original
 6 engineering estimate was, what we have spent to
 7 date, where we are. And this just only the talks
 8 about the carryover as opposed to the bigger scope.
 9 And when this is done as a project
 10 closure, you'll need to have that information
 11 anyway, so I was just asking for that information.

12 MS. NELSON: This is a multi-year project.
 13 It is part of the water main replacement project.
 14 We did separate it into design funds last
 15 fiscal year and moving forward to construction. And
 16 I do apologize for not getting that completed.

17 CHAIR SCHMITZ: I just was asking because
 18 I was thinking you had it and forgot to share it.
 19 That's really the only question I had. I just
 20 wanted to kind of know where we were in the overall
 21 project plan that's this multi-year project.

22 No other questions? Do I hear a motion
 23 from the board?

24 TRUSTEE NOBLE: I would move to approve
 25 the recommendation as it appears in now item G 1 of

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1 the Board agenda.

2 CHAIR SCHMITZ: Do I hear a second?

3 TRUSTEE TULLOCH: I'll second.

4 CHAIR SCHMITZ: All those in favor?

5 TRUSTEE TULLOCH: Aye.

6 TRUSTEE NOBLE: Aye.

7 CHAIR SCHMITZ: Aye.

8 Thank you. Motion passes 3/0. Moving on
 9 to G 2, formerly G 3.

10 G 2. Skate Park Enhancement Project

11 CHAIR SCHMITZ: Discuss and approve the
 12 agreement for the 30 percent schematic design
 13 contract for the skate park enhancement.

14 MS. NELSON: Tonight I'm bringing forward
 15 the 30 percent schematic design with Spohn Ranch.
 16 The Public Works staff advertised for statements of
 17 qualifications in January. We had intended to open
 18 those in early February, but we extended the time
 19 frame because there was very little interest in the
 20 project. We did finally receive two design-build
 21 firms that submitted packages, and Spohn Ranch was
 22 the responsive package.

23 Their work will include two designs; one
 24 design for a 2,000-square foot project and another
 25 design for a 4,000-square foot project. The designs

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1 and cost estimates will be brought back to the Board
 2 at the second meeting in June to advance the
 3 project.
 4 On another important note, the extension
 5 of time request for the grant has been approved by
 6 Washoe County, and it's extended through December
 7 31st of 2025.
 8 CHAIR SCHMITZ: Thank you. You answered
 9 my question.
 10 Questions?
 11 TRUSTEE TULLOCH: In terms of doing this
 12 design, we're doing a 30 percent design first, and
 13 then going to have to go out for bid for a hundred
 14 percent, or will this just flow through? It seems
 15 quite an elaborate process, two-step process for a
 16 relatively straightforward project.
 17 MS. NELSON: In the meeting, we were
 18 directed by the Board to basically utilize the grant
 19 funds at \$250,000 or see what could happen if we
 20 used \$500,000, which was approved by the Board at
 21 the May 25th board meeting. That is why you see
 22 this sort of two-step project.
 23 Once the designs are brought forward to
 24 the Board, that will be at that meeting that you can
 25 opt to go with design one, design two, or whatever

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1 option you may come up with as a board.
 2 TRUSTEE TULLOCH: Is there actually
 3 sufficient space there for an extra 2,000-feet
 4 extension given it's a fairly irregularly shaped
 5 parcel?
 6 MS. NELSON: It is an irregularly shaped
 7 parcel, but the area is larger than you visually see
 8 due to, I think, overgrowth.
 9 CHAIR SCHMITZ: I don't have any further
 10 questions. You answered mine proactively. Thank
 11 you.
 12 I'd like to take a motion.
 13 TRUSTEE NOBLE: I would move that we
 14 approve the recommendations as they appear in item G
 15 2 of the Board notice.
 16 TRUSTEE TULLOCH: I'll second.
 17 CHAIR SCHMITZ: A motion's been made and
 18 seconded. All those in favor?
 19 TRUSTEE TULLOCH: Aye.
 20 TRUSTEE NOBLE: Aye.
 21 CHAIR SCHMITZ: Aye.
 22 Motion passes three to zero.
 23 Moving on to new G 3, formerly G 4.
 24 G 3. Full-Time Construction Inspection and
 25 Materials Testing

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1 CHAIR SCHMITZ: Review, discuss, and
 2 approve an agreement for professional services for a
 3 full-time construction inspection and materials
 4 testing.
 5 MS. NELSON: We are bringing forward the
 6 contract with Construction Materials Engineers
 7 for 24-hour, full-time inspection and materials
 8 testing services to be completed during the 2024
 9 construction season of the export pipeline project.
 10 If there are any questions I can answer, I
 11 am here.
 12 TRUSTEE TULLOCH: Is this just for the
 13 coming construction season?
 14 MS. NELSON: Correct.
 15 TRUSTEE TULLOCH: Is there a reason this
 16 is not just covering the rest, the following two
 17 construction seasons as well?
 18 MS. NELSON: Staff has taken the position
 19 that we, you know, we used one company last season,
 20 we went out for RFPs again this season, and we would
 21 like to keep our options open based on the overall
 22 performance during the construction season.
 23 TRUSTEE TULLOCH: Okay. How did the
 24 pricing compare?
 25 MS. NELSON: The pricing is more than it

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1 was last season, but last season we did not work
 2 July and August. This year, we are working through
 3 July and August. Comparatively, it's about, based
 4 on schedule, it comes in fairly equally.
 5 TRUSTEE TULLOCH: Okay. So the cost
 6 per hour is fairly similar?
 7 MS. NELSON: Correct.
 8 CHAIR SCHMITZ: Any other questions?
 9 Would anyone care to make a motion?
 10 TRUSTEE NOBLE: I would move that we
 11 approve the recommendations as they appear in item G
 12 3 of the Board notice.
 13 TRUSTEE TULLOCH: I'll second.
 14 CHAIR SCHMITZ: All in favor?
 15 TRUSTEE TULLOCH: Aye.
 16 TRUSTEE NOBLE: Aye.
 17 CHAIR SCHMITZ: Aye.
 18 Motion carries. Thank you. Moving on to
 19 new G 4, formerly G 5.
 20 G 5. Bargaining Unit Negotiations, Kamer Zuker
 21 Abbott Engagement
 22 CHAIR SCHMITZ: Review, discuss, and
 23 approve a letter of engagement for labor and
 24 employment legal services.
 25 MR. MAGEE: The next item on tonight's

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1 agenda is consideration of a letter of engagement
 2 for labor and employment legal services with Kamer
 3 Zuker Abbott for bargaining unit negotiation
 4 purposes. As a matter of best practice, it is
 5 recommended that the District use a professional
 6 labor negotiator with the requisite experience to
 7 act on behalf of the District as the lead
 8 negotiator.

9 Staff first reached out to BBK to see if
 10 their firm had any available attorneys with both the
 11 experience and capacity to act on the District's
 12 behalf. BBK did not have anybody readily available;
 13 however, they did make a referral for Mr. Scott
 14 Abbott.

15 Director of Human Resources Erin Feore
 16 thoroughly vetted the law firm, and Mr. Abbott
 17 specifically, both Ms. Feore and myself are
 18 recommending his services.

19 Initially Mr. Abbott's firm requested to
 20 hold the engagement letter as confidential, and the
 21 staff report as presented recommends --
 22 recommendations reflected that request.
 23 Subsequently, the firm has agreed to attaching the
 24 engagement letter as supplemental material, which
 25 the Board received earlier today.

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1 The recommended action tonight includes a
 2 little bit of a change, and we're asking that the
 3 Board direct staff to sign the engagement letter,
 4 and then also to direct staff to have a
 5 not-to-exceed, total contract amount of \$50,000
 6 without returning to the Board with updates on the
 7 status of negotiations. And if there were
 8 protracted negotiations at that point, we would need
 9 to ask for an additional amount, but that's what we
 10 are recommending to the Board at this time.

11 Ms. Feore and I are available to answer
 12 any questions that the Board may have.

13 CHAIR SCHMITZ: Are there questions from
 14 either of you?

15 TRUSTEE TULLOCH: Couple questions. Do we
 16 realistically think that the 50,000 is going to
 17 cover it?

18 MR. MAGEE: I believe that based on
 19 current information we have that will be enough to
 20 cover it.

21 TRUSTEE TULLOCH: Second question is does
 22 this come out of the general fund, or which District
 23 operation covers the union staff primarily?

24 MR. MAGEE: This is very likely to come
 25 out of a number of funds. We do believe that each

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1 fund, it would be appropriate for them to pay their
 2 fair share.

3 At this time, we believe that we have
 4 existing appropriations that we can cover this, no
 5 matter where it is, however where this ultimately
 6 gets paid for will be determined through the course
 7 of negotiations.

8 TRUSTEE TULLOCH: I just wanted to make
 9 sure it was not just being picked by the general
 10 fund, but it's been allocated appropriately.

11 CHAIR SCHMITZ: I have a question,
 12 probably does go to Director Feore. In years past,
 13 roughly how many hours has this labor negotiation
 14 process taken in the past?

15 MS. FEORE: Last year, we were on track
 16 for having approximately four meetings, each meeting
 17 lasting anywhere from an hour to an hour and a half
 18 or two hours if we had more folks that we were
 19 speaking to. And what we had done at the beginning
 20 of that meeting was we kind of set up a playbook,
 21 we're going to have four meetings, this is how we're
 22 going to design this, everybody agreed to the terms,
 23 and then we moved forward.

24 That was the only year that since I've
 25 been with the District that I was involved in that.

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1 I do know that there was one year in the past where
 2 I believe it did end up going to mediation, but that
 3 was -- I hope I'm not speaking out of turn, but I
 4 believe that was in 2020, 2019, or something like
 5 that.

6 CHAIR SCHMITZ: Last year, I do recall --
 7 probably last year and maybe the prior negotiation
 8 as well -- there was all of management, the director
 9 of finance was there, the director of HR, will that
 10 still be the case if we hire this attorney or will
 11 the attorney be handling things themselves?

12 MS. FEORE: The attorney would be -- as
 13 General Manager Magee and I have discussed, the
 14 attorney would be designated as the lead negotiator,
 15 and then I would be present to help facilitate the
 16 meetings. Then there would be meetings with those
 17 folks, the Director of Public Works, the Assistant
 18 Director of Finance, General Manager Magee, and
 19 myself would talk about our side of the table, and
 20 then we would go back.

21 But in the actual meetings, I believe the
 22 design was that I would be there as the facilitator
 23 to help move the meetings along.

24 CHAIR SCHMITZ: So it might be a more
 25 effective use because staff time isn't being

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1 consumed?

2 MS. FEORE: Very much so.

3 CHAIR SCHMITZ: It might be an offset

4 there.

5 MS. FEORE: Right. And we'll know a

6 little bit more once we have had an opportunity to

7 engage with this firm and with Mr. Scott Abbott

8 himself. We'll get an idea of what his

9 recommendations are, and then we can always make

10 sure that we keep the Board informed as to that as

11 well.

12 CHAIR SCHMITZ: Who is directing his

13 efforts, is that the General Manager?

14 MR. MAGEE: Ultimately, we'll accept

15 direction from the full Board, and that's what will

16 be presented to the lead negotiator. But, yes, I'll

17 be coordinating his efforts along with Ms. Feore.

18 CHAIR SCHMITZ: Thank you. I appreciate

19 that.

20 TRUSTEE TULLOCH: Just a quick one.

21 Director Feore, did I hear you say General Manager

22 Magee will not be directly involved in the

23 negotiations; is that correct?

24 MS. FEORE: He won't be in the room as

25 we're working through the negotiations, but he

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1 absolutely will be involved in that when it comes to

2 engaging with staff as to IVGID's requests and their

3 part of the negotiations, that is where General

4 Manager Magee, Assistant Director of Finance Adam

5 Cripps, and interim Director of Public Works Kate

6 Nelson would be in the room to discuss.

7 So it's far more limited.

8 TRUSTEE TULLOCH: Excellent. That was

9 what I was hoping for. I was very uncomfortable

10 last year when we had the general manager directly

11 in the negotiations because then there's nowhere to

12 go to. With the general manager out of the

13 negotiations, there's always a reason to take things

14 back and avoid making decisions on the fly.

15 Thank you.

16 CHAIR SCHMITZ: Would anyone care to make

17 a motion?

18 TRUSTEE NOBLE: I move that we approve the

19 recommendations as they appear in item G 4, along

20 with the directive for staff to ensure that the

21 language in the engagement letter is updated to note

22 that the agreement will not exceed \$50,000 without

23 further approval from the Board of Trustees.

24 CHAIR SCHMITZ: Thank you.

25 TRUSTEE TULLOCH: I'll second.

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1 CHAIR SCHMITZ: All those in favor?

2 TRUSTEE TULLOCH: Aye.

3 TRUSTEE NOBLE: Aye.

4 CHAIR SCHMITZ: Aye.

5 Motion passes three to zero. Moving on to

6 item H.

7 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS

8 CHAIR SCHMITZ: I don't believe we have

9 any.

10 I. LONG RANGE CALENDAR

11 CHAIR SCHMITZ: We will go on to the long

12 range calendar on pages 590 through 594 of the board

13 packet.

14 TRUSTEE NOBLE: I just highlight the last

15 item, consideration of a donation to Red, White, and

16 Tahoe Blue. There is a request that has come in,

17 and I would just ask that staff evaluate the request

18 and bring back a recommendation at the next board

19 meeting on whether or not that's something that is

20 worth pursuing.

21 CHAIR SCHMITZ: I hear you.

22 Sergio, one of things that came -- was

23 brought to my attention by another trustee is that

24 they were concerned that this would violate Dillon's

25 Rule. So can we have legal at least evaluate this

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1 before we have staff spending time on it?

2 MR. RUDIN: I have looked into that issue

3 already. I'm not concerned about it from the aspect

4 of Dillon's Rule.

5 CHAIR SCHMITZ: Would this potentially

6 come from the beach fund or would this be coming out

7 of the general fund?

8 MR. MAGEE: I also received the request

9 for this consideration. We have not evaluated it

10 any further at this point. We have not looked into

11 where this would be coming from. Unless we hear

12 different from the Board tonight, we intend to

13 evaluate that over the next couple of weeks and

14 bring a recommendation forward related to the

15 request that has been received on the April 24th

16 meeting.

17 CHAIR SCHMITZ: Has a specific amount been

18 specifically requested?

19 MR. MAGEE: Yes, it has.

20 Sergio, can I disclose that this time,

21 what the request was for?

22 MR. RUDIN: (Inaudible response.)

23 MR. MAGEE: The request was for a donation

24 to Red, White, and Tahoe Blue in an amount of

25 \$25,000.

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1 CHAIR SCHMITZ: And that would be over and
2 above our staff dealing with 4th of July, which I
3 know is a cost to the District as well.
4 MR. MAGEE: That is correct. The request
5 was for the monetary donation to support the event.
6 CHAIR SCHMITZ: Okay. All right. Thank
7 you.
8 I'm going to hand it over to the General
9 Manager because I know that he has been diligently
10 taking notes as we've gone on with this meeting, and
11 he and I reviewed the long range calendar today and
12 made some additional updates. I'm going to hand the
13 floor over to him.
14 MR. MAGEE: One of the things that I will
15 note that has changed on the April 24th meeting, it
16 currently shows the adoption of the final budget.
17 That's definitely incorrect, we will not be bringing
18 forward a request to adopt the final budget before
19 the Board has had an opportunity to even look at the
20 thing. That's going to be pushed, and we'll have
21 some thoughts on when we'll actually bring those
22 items forward at a later date. We have been working
23 with the Chair, I'm trying to pin down some specific
24 dates that are in full compliance in the NRS and the
25 direction we have received from the Nevada

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1 a recommendation coming from staff. It's the first
2 I've heard of it.
3 CHAIR SCHMITZ: I thought that staff had
4 shared a draft with all of us for input. Am I
5 mistaken?
6 MR. MAGEE: No, you are not mistaken. We
7 did send out the policy to the full Board, and we
8 asked if there was any thoughts or comments back to
9 staff that we would be happy to consider individual
10 thoughts before putting together what will
11 ultimately be the final staff recommendation on
12 this.
13 Staff has continued to work on putting
14 this together, and I think that moving it back to
15 the May 8th meeting would be appropriate given where
16 it's at at this time, though.
17 CHAIR SCHMITZ: I think the confusion is
18 is it going to the CIC or is this coming from staff?
19 That's what I'm trying to get clarified with Trustee
20 Tulloch.
21 TRUSTEE TULLOCH: Forgive me. Yeah, if
22 this went out, I've missed it somewhere. Perhaps it
23 could be re-sent or advise me when it was re-sent,
24 General Manager Magee.
25 CHAIR SCHMITZ: And were you -- Trustee

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1 Department of Taxation.
2 As the Board noted earlier tonight, one of
3 the things that I've requested the Public Works
4 staff bring forward at each meeting is a Beach House
5 project update. I've heard from all of the trustees
6 that there is significant interest among all
7 five trustees in knowing where that project's at.
8 And so we've requested that they continue to bring
9 these types of reports forward and seek direction
10 and any input from the full Board.
11 And with that, if there's anything else
12 that the Board would like to see moved around, moved
13 up, re-prioritized, I'm happy to receive any
14 direction at this time.
15 CHAIR SCHMITZ: Thank you.
16 TRUSTEE TULLOCH: Can I ask that we move
17 the CIC recommendations to the capital policy back
18 to the May meeting? I'm looking at my calendar over
19 the next few weeks, probably move that back to
20 the 8th of May.
21 CHAIR SCHMITZ: I'm confused on that
22 because I believe staff was bringing that forward;
23 correct? Are you saying that you want to have that
24 reviewed by the CIC before coming back to the Board?
25 TRUSTEE TULLOCH: I wasn't aware this was

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1 Tulloch, were you wanting the CIC to weigh in on
2 this? It was a draft that finance took a leadership
3 role on.
4 TRUSTEE TULLOCH: Yeah, I can't say at
5 this moment because without reviewing the draft,
6 it's hard to say. I've obviously missed the draft
7 somewhere, so if somebody can advise me what date it
8 was sent.
9 CHAIR SCHMITZ: It was some time ago.
10 I'll ask General Manager Magee if he could please
11 have staff resend it to -- do you need to resend it
12 to potentially all of the Trustees? Did you get any
13 feedback from any Trustees?
14 MR. MAGEE: I have received feedback from
15 a couple of Trustees, yes, already.
16 CHAIR SCHMITZ: Okay. All right. Thank
17 you.
18 MR. MAGEE: But we're happy to resend it
19 to Trustee Tulloch.
20 CHAIR SCHMITZ: Then my question is on the
21 24th, the golf club recommendations, I want to be
22 clear, this is not recommendations from the golf
23 club. This is trying to make more transparent the
24 agreement between golf clubs and the District.
25 And that is something -- is legal counsel

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1 bringing that forward, is staff bringing that
 2 forward? Because I don't believe it's Trustee
 3 Tonking any longer.
 4 MR. MAGEE: The intention is that General
 5 Manager of Golf Tim Sands would be bringing that
 6 forward.
 7 CHAIR SCHMITZ: Okay. Great. Thank you
 8 for the clarification.
 9 I don't have any other comments or
 10 feedback, and hopefully you captured the public
 11 records requests and a couple of the other things
 12 that we talked about tonight. If you can just let
 13 Heidi know, that would be terrific.
 14 Is there anything else on long range
 15 calendar?
 16 Seeing none, we'll move on to Board of
 17 Trustees updates.
 18 J. BOARD OF TRUSTEE UPDATES
 19 CHAIR SCHMITZ: Trustee Tulloch, do you
 20 have an update from the CIC?
 21 TRUSTEE TULLOCH: No update at this stage.
 22 Thank you.
 23 CHAIR SCHMITZ: Okay. What about the
 24 Audit Committee at this point? We have interviews
 25 coming up -- correct? -- on the 24th.

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1 TRUSTEE TULLOCH: That is correct. We'll
 2 delay the next Audit Committee meeting until the
 3 appointments are made.
 4 CHAIR SCHMITZ: I believe that we'll have
 5 to do a little bit of research to just clarify terms
 6 because when Trustee Tulloch was on the Audit
 7 Committee, then he became a trustee, so we'll just
 8 have to identify whether both of these are for
 9 two-year terms or if one is a one-year term and one
 10 is a two-year term because there are two positions
 11 on the audit committee that we would potentially be
 12 appointing on the 24th.
 13 Have we had applicants coming in?
 14 MR. MAGEE: Yes, we've had a tremendous
 15 amount of interest in this. And we have received
 16 some exceptionally well-qualified individuals for
 17 the committee and the Board to consider.
 18 CHAIR SCHMITZ: Do we need to set a
 19 specific time for those interviews at the meeting on
 20 the 24th? Do we want to start it at the very
 21 beginning? I mean, I want to be respectful of
 22 people's time.
 23 MR. MAGEE: Sure. We can certainly do
 24 that.
 25 TRUSTEE TULLOCH: Just with regard to

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1 two-year and one-year positions. My recollection is
 2 when we started the audit committee, the only reason
 3 probably for having one of the positions as a
 4 one-year position was to make sure that we got a
 5 regular rotation, we didn't all three been appointed
 6 or are leaving at the same time. My recollection
 7 was that the Audit Committee charter was that, going
 8 forward, all the positions would become two years,
 9 provided there wasn't a case of all three terms
 10 surviving at the same time.
 11 CHAIR SCHMITZ: You are correct. And we
 12 will have to look and see when Mr. Brandle's term is
 13 up because that might be the staggered year. Good
 14 call on that. Thank you.
 15 Trustee Noble, any updates on Snowflake
 16 Lodge or the housing?
 17 TRUSTEE NOBLE: No.
 18 CHAIR SCHMITZ: I don't have any updates
 19 that I jotted down. That's concludes the Trustee
 20 updates. I believe we move on to final public
 21 comment.
 22 K. FINAL PUBLIC COMMENT
 23 CHAIR SCHMITZ: Seeing no public comments
 24 in the room, do we have any online?
 25 MS. KNAAK: Hi. This is Yolanda Knaak.

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1 It was a good meeting. I wanted to get
 2 more information, if you could put out to the public
 3 more information on the request of the Red, White,
 4 and Tahoe Blue financial donation. I know -- I
 5 thought that group had some financial issues in the
 6 past, and so I wanted to get more information on
 7 that.
 8 Thank you so much.
 9 MS. DOBLER: Hi. This is Ellie Dobler,
 10 995 Fairway.
 11 In my past 30 years in Incline, I
 12 volunteered to be treasurer for various
 13 organizations in town. I have a strong math
 14 background and am a graduate of UCLA, familiar with
 15 both Quicken and Quick Books for reporting purposes.
 16 When I presented my first treasurer's
 17 report to -- I believe it was the Mountain Niners
 18 golf group, I asked for approval of the report. I
 19 was then corrected by the board chair stating that
 20 the report can only be accepted but not approved
 21 until someone reviewed it.
 22 So when the Department of Taxation
 23 accepted our unaudited financials that were
 24 delivered the night before, it does not mean that
 25 they are approved. Understand the difference. They

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1 were delivered, they were accepted not approved.
 2 Had they been approved, they wouldn't be requesting
 3 another meeting in August of this year.
 4 Thank you very much.
 5 MR. DOBLER: This is Cliff Dobler, 995
 6 Fairway.
 7 I'd like to talk a little bit about this
 8 capital projects as we get started into the new
 9 budget. Now, first of all, tonight you approved
 10 that Alder water pipeline. There was
 11 a million-two-fifty budget, the project is only
 12 going to cost \$700,000. The \$550,000 should have
 13 been put back into the reserves, but instead -- and
 14 probably you didn't look at -- the staff is
 15 suggesting that it be carried over into next year.
 16 Now, that's no consistency with what has happened in
 17 the past, and my biggest objection is how many times
 18 do we have to tell staff that it goes into the
 19 reserves and not to be carried over into
 20 another year.
 21 Now, when I was in the committee meeting
 22 last week, I stated that the carryover projects were
 23 getting quite substantial. I said it was somewhere
 24 around 20 million. Indeed, it was even more than
 25 that with 23 million. \$23 million. And when Ms.

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1 and you say we've got to spend \$450,000 to repair
 2 this fence. You don't know how long it is, you
 3 don't know anything about it. The idea is if the
 4 engineer sat down and actually designed a schematic
 5 and put it in there, someone might actually know
 6 what the hell they're --
 7 (Expiration of three minutes.)
 8 MATT: That was our last caller, Chair.
 9 CHAIR SCHMITZ: Any other public comments
 10 in the room?
 11 L. ADJOURNMENT
 12 CHAIR SCHMITZ: Seeing none, we will
 13 adjourn tonight's meeting at 8:10 p.m. Thank you
 14 all. Thank you staff.
 15 (Meeting adjourned at 8:10 p.m.)
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1 Nelson turns around and tells me, well, you know, if
 2 we take out the big projects, it's only like \$4- or
 3 \$5 million, that really doesn't matter. What
 4 matters is you got 95 to 100 projects that are being
 5 carried forward, and my experience of seven years in
 6 being with IVGID is they don't have the capacity to
 7 do ten. Five, maybe.
 8 So I think we need to get this carryover
 9 under control. And you may want to adjust a policy
 10 position on that because I've seen three instances
 11 where they try to bring on an ice skating rink and
 12 try to bring in \$4 million for tennis courts, and
 13 and this \$550,000 they want to plug into next year.
 14 And they want to plug it in for future water mains.
 15 Well, we know from what we were told tonight that we
 16 got 116 miles of water mains that are in C
 17 condition, so I make you a bet we could have 50 to
 18 75 million that we're going to have to be replacing
 19 over the next four to five years. Let's get serious
 20 about this capital projects and carryovers.
 21 I guess the last thing I want to say is
 22 photographs don't do anything. Why don't these
 23 engineers sit down and do a graphic plan and attach
 24 that so we kind of know what we're talking about?
 25 You got a picture of a fence with a tree over it,

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1 STATE OF NEVADA)
 2 COUNTY OF WASHOE) ss.
 3
 4 I, BRANDI ANN VIANNEY SMITH, do hereby
 5 certify:
 6 That I was present on April 10, 2024, at
 7 the Board of Trustees public meeting, via Zoom, and
 8 took stenotype notes of the proceedings entitled
 9 herein, and thereafter transcribed the same into
 10 typewriting as herein appears.
 11 That the foregoing transcript is a full,
 12 true, and correct transcription of my stenotype
 13 notes of said proceedings consisting of 88 pages,
 14 inclusive.
 15 DATED: At Reno, Nevada, this day of 17th
 16 day of April, 2024.
 17
 18 /s/ Brandi Ann Vianney Smith
 19
 20 BRANDI ANN VIANNEY SMITH
 21
 22
 23
 24
 25

INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

BILL TO
**Incline Village General Improvement
District**
Susan Herron / Heidi White

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 35

Invoice Date: April 17, 2024

Payment Due: May 10, 2024

Amount Due (USD): \$878.00

Items	Quantity	Price	Amount
Base fee April 10, 2024 BOT meeting	1	\$350.00	\$350.00
Per page fee April 10, 2024 BOT meeting	88	\$6.00	\$528.00

Subtotal: \$878.00

Total: \$878.00

Amount Due (USD): \$878.00

Incline Village Memorial Plaza Proposal
(Per IVGID Policy and Procedure Resolution No. 138)

Participants (Resume)

Team

- a. Team Lead – Michael Gross (Mdgross5@aol.com; 775-548-6008)
- b. James Clark
- c. Richard Mehl
- d. Lettie Miller
- e. Jeffry Poindexter

Proponent Endorsements

- a. President, MOAA – James Clark
- b. President, Veteran’s Club – Damian Smith
- c. President, Incline Village Realtor’s – Denise Bremer
- d. President, Chase Rauchle PTST NOW – Julie and Craig Rauchle
- e. President, Rotary Club (AM) – Mike McCallum
- f. President, Rotary Club (PM) – Pam Murphy
- g. President, Incliners – Matthew Kuckuck

Philanthropic Partnerships

- a. CEO, Parasol Tahoe Community Foundation – Claudia Anderson
- b. President, Incline-Tahoe Foundation – Dolores Holets

Justification

Background – A large percentage of America’s towns and cities have some form of a War Memorial. They are typically located within a town square or a village green, while some are near government office buildings. Each bring a greater sense of community and a shared remembrance of those who sacrificed their lives for our country. War Memorial’s typically become a community gathering point during National Holidays (Memorial Day, July 4th, Veterans Day), Flag Retirement Ceremonies, Parades, and other Public Service events.

Relevance – There is no Memorial site in Incline Village. The 2023 Memorial Day service was held at Burnt Cedar Beach. The 2023 Flag Retirement Ceremony was held at the Village Green. The consideration of Incline Village resident’s health & welfare is clearly within the Board commitments made within the *IVGID Values, Mission, Goals, and Strategic Plan*.

Benefit to the District – Incline Village is decentralized, there is no town center. The Monument will bring a greater focus to the Village Green. It will become a community gathering point during National Holidays (Memorial Day, July 4th, Veterans Day), local parades, and other Public Service events. The Monument will be an easily recognizable Incline Village landmark and a focal-point of community pride.

Funding – Funding will be provided to the Parks and Recreation Vision Foundation (Incline-Tahoe Foundation), through the Parasol Tahoe Community Foundation. The Incline-Tahoe Foundation will be fully compliant with existing IVGID practices and procedures, as detailed in the Parasol Tahoe Community Foundation Grant Agreement. All required funding will be through Community Donation. The Estimated total cost fabrication and installation is approximately \$112K. Initial budgetary estimates from two monument fabricators and local IV contractors are as follows:

- Monument - \$65K
- Flagpoles (3) - \$6K
- Plaza (granite cobblestone) -\$22K
- Electrical - \$9K
- Reserve - \$10K

IVGID Values, Mission, Goals, and Strategic Plan – This proposed Monument fully satisfies IVGID’s Vision, “*With passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play*”. It helps to provide a greater sense of “village” in Incline Village.

District Design Practices – The Proposed Project will comply with all relevant elements of the, *Incline Village Construction Guidelines By the Board of Trustees, October 24, 2015*.

Special Maintenance – The Monument and cobblestone plaza are fabricated with grey granite, a very durable material, which is relatively insensitive to all outdoor environments/conditions. No maintenance is expected.

The granite cobblestone will be installed flush with the ground so that the existing IVGID Maintenance’s grass cutting/trimming responsibilities at the Village Green Site will be unencumbered.

The 3 flag poles are made of commercial grade aluminum, which is corrosive resistant. Furthermore, the Flag-pole’s Halyard, will be tamper resistant (wire center rope) and anti-theft locked. Periodic replacement of weathered/frayed flags will be required.

Replacement Cost – The proposed War memorial is a very large, immovable (approximately 12,000 lbs.) granite monument, situated within a granite cobblestone plaza. It is expected that this Monument will remain intact in its place for many years. No replacement cost is anticipated.

Description

Location – We are proposing to place the War Memorial on Incline Village General Improvement District (IVGID) land. The best identified site location is at the northern end of the Village Green, along Incline Way and across the street from the Recreation Center. See Figure A for photographs of the proposed area. This proposed location best meets all of the recommended criteria:

Access – Site is readily accessible by non-IV residents, with stairs/walkway for color guard & handicap access. This is a non-deed restricted area. There are two 5 foot wide (2.5 foot high) stairways at each side of the retaining wall and gravel walkways at the tree-line borders running along the length of the Village Green, up to the Incline Way road. The ground from the street is a gentle grassy slope, with easy roadside access to the site.

Visibility – The Monument's proposed location is approximately 30 feet off the south side of Incline Way. It is large (10 feet high) and can be readily seen from the Road. The proposed location is also along the July 4th holiday parade route and could easily be a destination point along the procession.

Parking – Sufficient and closely located Parking Area. There are two closely located, existing parking at the Tennis/Recreation Center and Aspen Grove parking lots (located at each end of the Village Green).

Public Address – Raised platform above viewing audience. The raised elevation (2.5 feet height) of the retaining wall provides an excellent location to hold a memorial ceremony, a color guard, or speakers with excellent viewing from an audience.

Utilities – Electrical Service nearby. There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. It could be assessed to provide electrical power for public address equipment, lighting, etc.

Layout – The proposed layout exploits the existing topology of the Village Green site. There is an existing 2.5 foot stone retaining Wall, with a flat plateau area and a gently sloping rise to the street level. The total area is approximately 150 feet wide by 44 feet deep. As shown in Figures B & C, the proposed plaza is centered between the two stairways and covers a 36 foot wide by 12 foot depth. Since the area is flat, no additional grading of the area is required, beyond placing base material (sand) below the installed cobblestone.

There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. Electrical extension cords could be used to provide power to the site. Or a new line can be easily added to the breaker box, with trenching and outdoor electrical pipe/wire laid to a weather-proof receptacle and lighting at the Monument Plaza.

The raised elevation of the retaining wall also make the plaza an excellent location to host a memorial ceremony, a color guard, or speakers with excellent viewing from an audience 2.5 feet below the memorial “stage”.

Monument Design – The baseline monument design (shown in Figure D) is being evaluated, with proposed recommendations and/or changes coming from our veteran’s community. As shown, it is approximately 6 feet wide, 10 feet tall and 1.5 feet thick. It will be fabricated from Grey Granite. It will be a two piece design; a base pedestal and a vertical monument. The vertical monument will be polished with inscriptions on either one or both sides (TBD). The monument will sit on a concrete base, with steel pins to ensure stability. The baseline inscription is from a President Harry S Truman quote, spoken at a Memorial ceremony, and inscribed at the National World War II Memorial.

Flag Pole Layout – There will be three (3) flag poles located at the memorial site. The flag poles will host American and Nevada States flags, along with the option for other flags (i.e., POW/MIA). The flags will be continuously lit (either by mast-head solar panels or by powered ground lights). As shown in Figure B, the three flagpoles are orientated in a triangular geometry, centered behind the Monument. The poles will be

approximately 25 ft high, with the center US flag pole, approximately 2 feet taller. They will be set in concrete pillars.

Plaza – The plaza surface will be constructed from 4x4x6 inch grey Granite cobblestones (See Figure E). The stones will be laid upon a sand base and the finished surface will be level with the ground. There will be 1 inch gaps between the cobblestones to allow for vegetation growth, to improve water runoff / percolation to the ground below, and minimize any coverage requirements. A concrete base will be laid to provide vertical and lateral support the granite structure.

Specification – The Primary Design Specification is shown below in Figure F. It will be updated, as necessary to reflect design changes, and will be included as part of the Parasol Grant Agreement.

Names – The proposed War Memorial is to be a recognition of our fallen soldiers throughout American History. Beyond a simple inscription commemorating those who have sacrificed their lives across our many unfortunate wars, there will be no individuals named, nor families to be notified and approvals granted.

Figure A. Propose Site Location at the Village Green

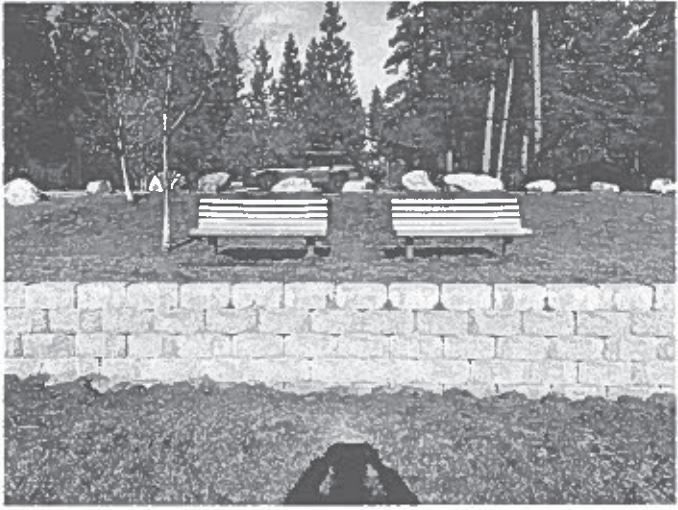
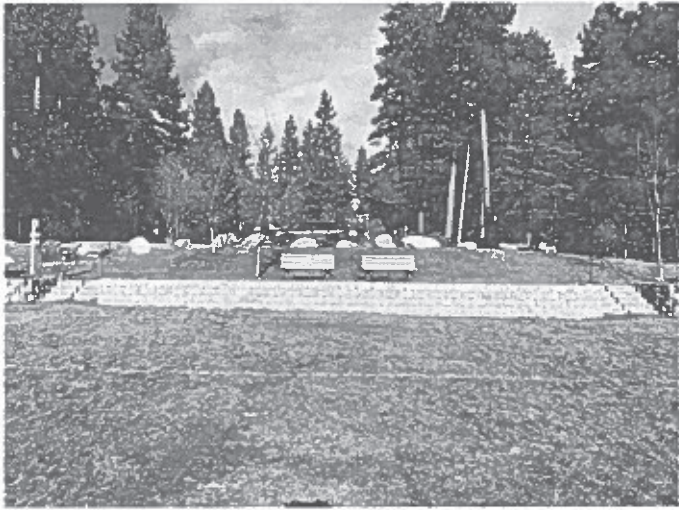
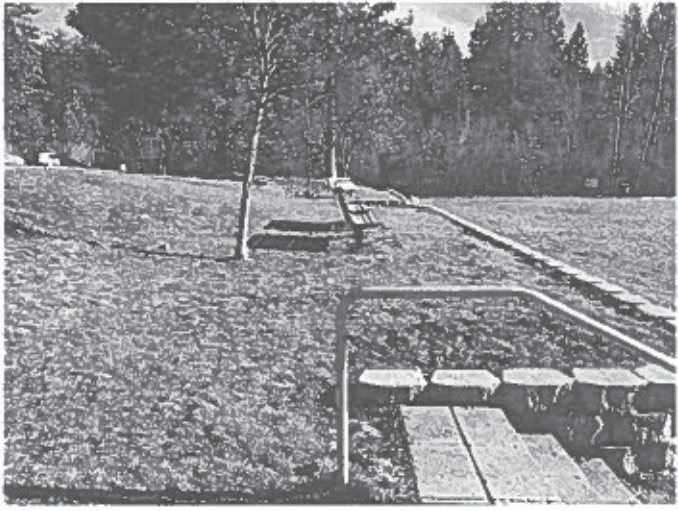


Figure B Proposed War Memorial - Top Down Layout

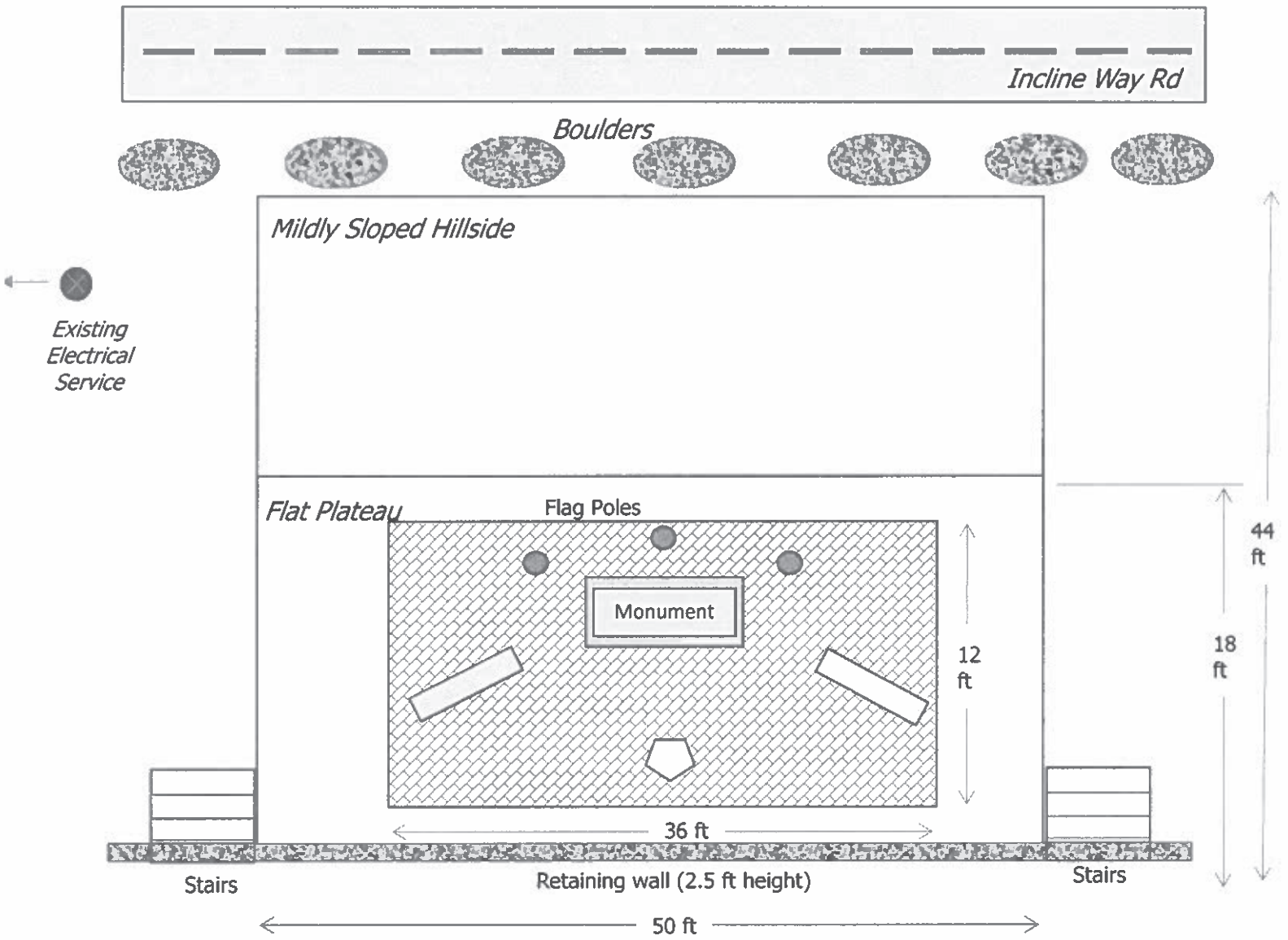


Figure C Proposed Monument - Frontal Layout

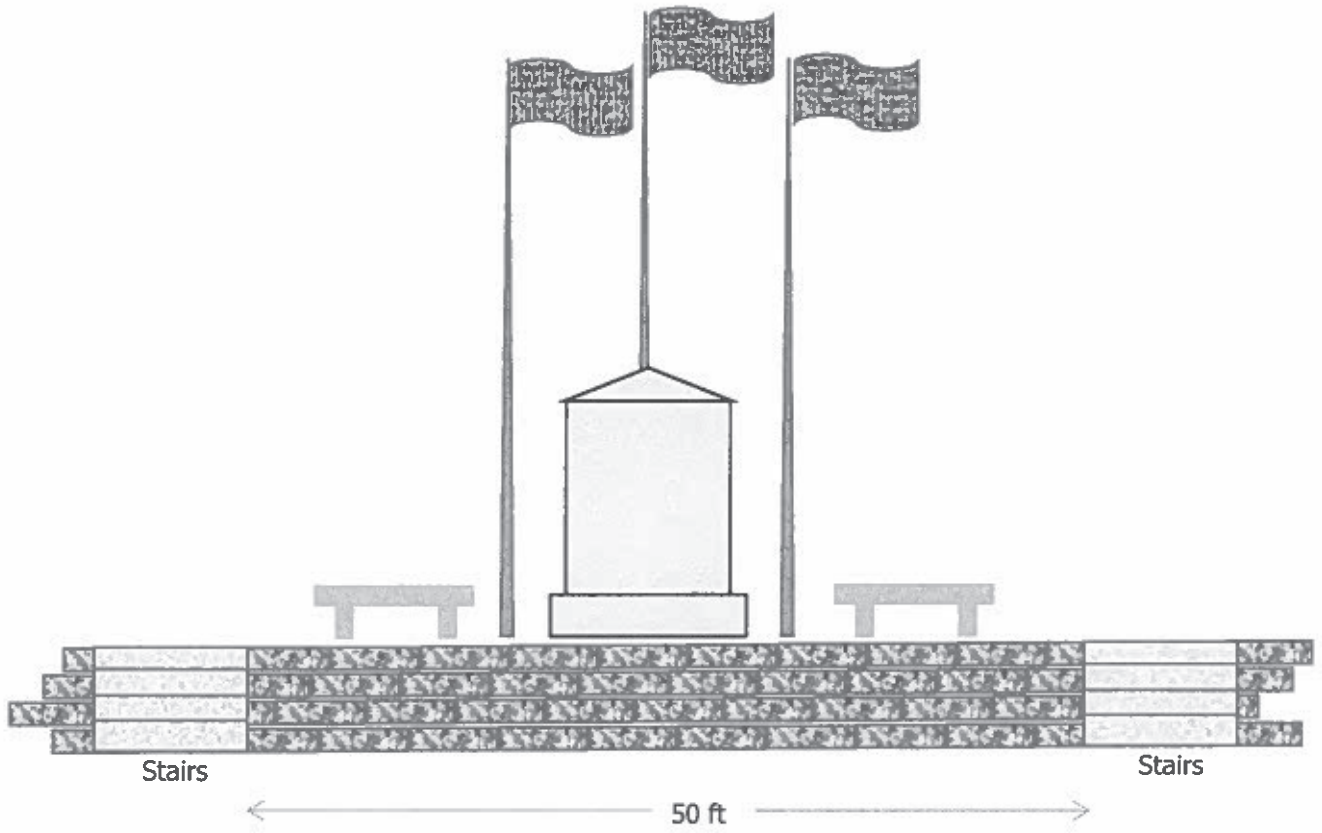
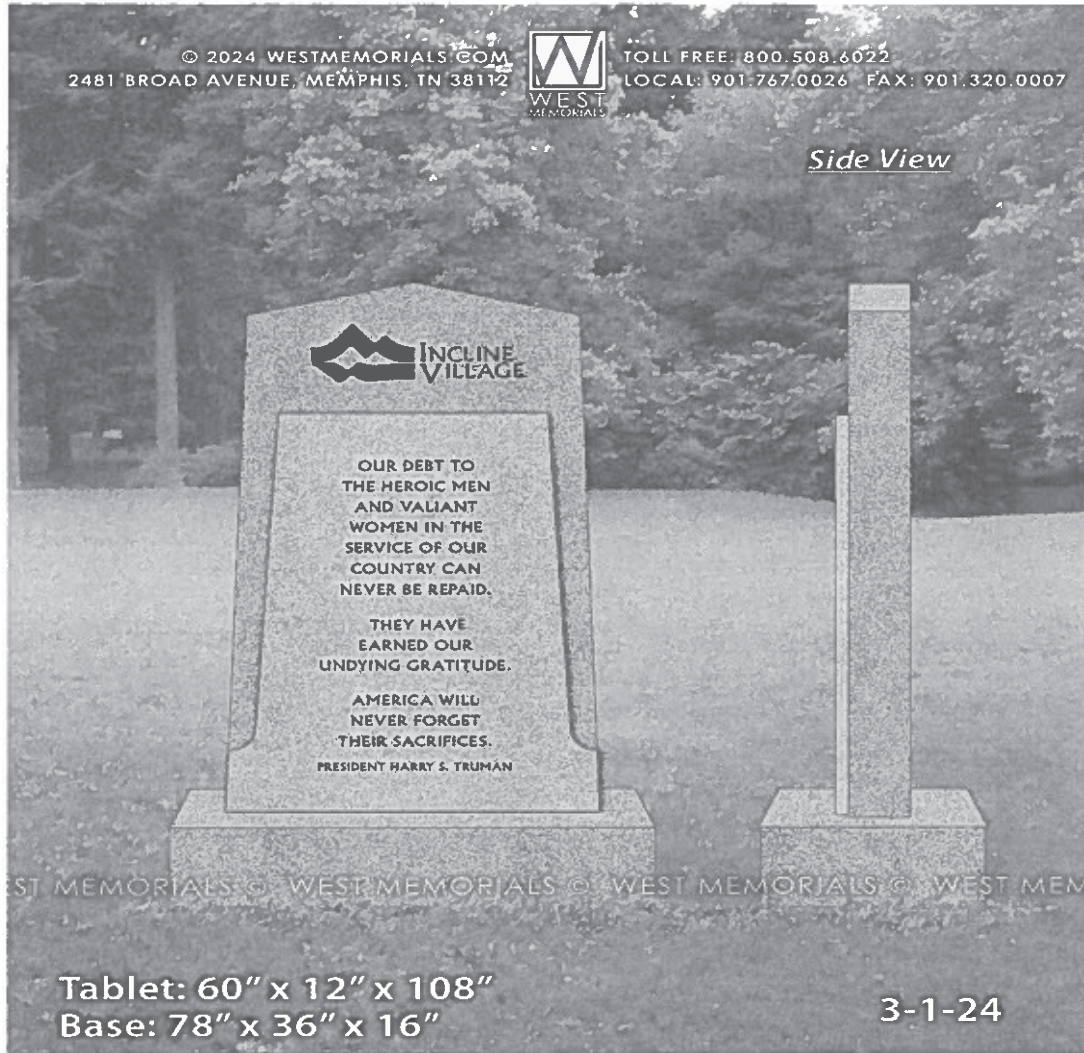


Figure D. Proposed Baseline War Memorial Design





Note:

- Sand Grout Between Stones To Allow For Vegetation And Water Permeability
- Plaza Surface To Be A Ground Level For Maintenance And Foot Traffic Ease.

Figure E. Example Granite Cobblestone Plaza

Figure F. Incline Village War Memorial Specification (Draft)

1.0	Site Location	
1.1	Access	Site is readily accessible by non-IV residents
1.2	Visibility	Readily seen from Road, along holiday parade route
1.3	Parking	Sufficient and closely located Parking Area
1.4	Public Address	Raised platform (2-3 ft) above viewing audience
1.5	Utilities	Electrical Service nearby (PA equipment)
1.6	Layout	Stairs/Walkway for Color Guard & Handicap access
2.0	Pad	
2.1	Material	Granite Paver/Cobblestone, (4x4x6 inch)
2.2	Layout	Figures B & C (~432 feet squared (i.e., 12x36 feet))
2.3	Permeability	TRPA Coverage mitigation
2.4	Growth Potential	Additional Monuments (i.e., VFW, First Responders)
3.0	Monuments	
3.1	Material	Grey Granite
3.2	Monument	Shape - See Figure D
3.2.1		Cap-Stone Dimensions- Width 5 Feet, Height
3.2.2		8 Feet, Thickness 1.5 Feet
3.2.3		Pedestal Dimensions - Width 6 Feet, Height 2 Feet,
3.2.4		Depth 3 Feet
3.2.5		Quotations TBD – Candidate Example in Figure D
3.3	Obelisk (Optional)	Shape - TBD
3.3.1		Dimensions Height 4 Feet, 5 sided (pentagon) Pillar
3.3.2		Veterans Recognition, 5 US Armed Service Badges
4.0	Benches	
4.1	Material	Grey Granite or reuse existing benches
4.2	Number	2
4.3	Layout	Slab Stone bench, with 2 supporting Pedestals
4.4	Dimensions	1.5 x 5 feet squared
5.0	Flag Poles	
5.1	Number	3 (USA, Nevada, Other (POW/MIA, etc))
5.2	Material	Commercial Grade/Gage Aluminum
5.3	Height	>25 feet (Center (USA) pole higher)
5.4	Anti-tamper	Lockable Halyard to prevent flag theft, steel-core rope
5.5	Lighting	Flags to be Illuminated at night
6.0	Electrical	
6.1	Voltage	110 Volts
6.2	Current	20 AMP
6.3	Fixtures	Standard GFI outdoor plug, all-weather Flagpole
	Lights	

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss and Approve Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; Fund: Solid Waste; Division: Utilities #20002738-7330. (Requesting Staff Member: Interim Director of Public Works Kate Nelson).

RELATED FY 2023 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.

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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance #1 - Solid Waste

DATE: April 24, 2024

I. RECOMMENDATION

Review, Discuss and Approve:

1. Amendment 3 for Clean Tahoe's Contract Services to Extend for an Additional Year in the Amount of \$44,000; and,
2. Direct the General Manager to Sign and Execute the Amendment.

II. BACKGROUND

Several agencies, including IVGID have formed the Clean Tahoe Multi-Jurisdictional Program as "Funding Partners" to enhance litter and garbage management services in the Lake Tahoe Basin and surrounding areas. Each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services to address their specific services, terms, conditions, and compensation schedule.

The District has contracted with Clean Tahoe for field services since FY 2021/22. Clean Tahoe field services include solid waste field response and enforcement duties in accordance with Solid Waste Ordinance 1. Amendment 3 will continue these services from July 1, 2024, to June 30, 2025 (Attachment 1).

Clean Tahoe's scope has been specifically tailored for duties previously performed by the former Public Works Solid Waste Technician, and includes office support for "one stop field call," multiple customer contacts, violation documentation, site cleanup, three site visits per client, and initial paperwork processing. The work conducted by Clean Tahoe has allowed for responsive action regarding reported trash spills; has provided extensive information on route conditions, equipment conditions and provided quick response to reported spills; provided site cleanups, customer service response and site documentation. Administrative tasks have been conducted professionally and in a timely manner. Required documentation of activities and actions has been provided. The vendor is maintaining excellent customer service with both IVGID and the public, allowing for continued successful enforcement of IVGID Ordinance 1. Other regional jurisdictions are renewing separate scopes as a partnership addressing litter abatement, illegal dumping and other regional trash concerns under the Clean Tahoe Multi-Jurisdictional Program.

Public Works staff recommends approval of Amendment 3 for Clean Tahoe (Attachment 1) to extend the contract for an additional 1-year term in the total amount of \$44,000 for 500 service hours, billed at \$88/hour. The contract amount has increased by \$4,000 this year for a total expenditure of \$44,000.

In accordance with Board Policy 3.1.0. Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District.

III. BID RESULTS

Not Applicable

IV. FINANCIAL IMPACT AND BUDGET

This item has been included in the proposed FY 2024/25 Fund: Solid Waste; Division: Utilities #20002738-7330 budget line item.

V. ALTERNATIVES

Not approve the continuation of this contract.

VI. COMMENTS

Amendment 3 has been reviewed and approved by the District's 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.

VIII. ATTACHMENTS

1. 2024 Clean Tahoe Amendment

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**AMENDMENT NO. 3
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 3 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of April 24, 2024 by and between the Incline Village General Improvement District (“District”) and Clean Tahoe, Inc., a California corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID’s Solid Waste Ordinance 1, and as amended by previous instruments dated June 10, 2022 and April 4, 2023 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend the Original Agreement’s Period of Service for an additional year.

Amendment

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

1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
2. **Compensation:** Amount of Compensation for this Amendment will be Forty-Four Thousand Dollars (\$44,000), to be billed in quarterly payments of \$11,000 each; with payment to Contractor per Article 4 of the Original Agreement.
3. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
 - a. This contract will be effective July 1, 2024 to June 30, 2025.
4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
5. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

By: _____
Bobby Magee
District General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

**CONTRACTOR:
CLEAN TAHOE, INC.
Agreed to:**

By: *Katie Sheehan*

Signature of Authorized Agent
Katie Sheehan Executive Director

Print or Type Name and Title
3/6/2024

Date

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss and Approve:

1. The Professional Services Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with DOWL LLC for Construction Services in the Amount of \$11,570; and,
2. The Professional Services Agreement for the Capital Improvement Water Main Replacement Alder Avenue #2299WS1802 Project with Black Eagle Consulting Inc for Construction Materials Testing in the Amount of \$7,600; Project 2023/24 Capital Improvement Water Main Replacement Alder Avenue #2299WS1802; Fund: Utilities; Division: Water. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Multi-year Capital Planning; Board Policy 21.2.0 Purchasing Policy for Public Works Contracts

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Professional Services Agreement with DOWL LLC for

- construction services associated with the Alder Avenue Water Main Replacement Project - CIP #2299WS1802 in the amount of \$11,570; and,
2. Approve the Professional Services Agreement with Black Eagle Consulting, Inc. for the materials testing and inspection associated with the Alder Avenue Water Main Replacement - CIP #2299WS1802 in the amount of \$7,600; and,
 3. Direct the General Manager to sign and execute the Agreements.

II. BACKGROUND

The Alder Avenue Water Main Replacement Project is a FY 2023/24 Capital Improvement Project (Project). The Design Agreement with DOWL was approved in November 2023 via the expedited Contract Urgency Review Form (CURF) process, and the Construction Contract with Gerhardt and Berry Construction was approved at the April 10, 2024, Board of Trustees meeting (Item G.2). The Project consists of the installation of approximately 1,000 linear feet (LF) of new water main and appurtenances within the Alder Avenue right-of-way.

DOWL was previously tasked with Water Modeling, Surveying and Design/Bid preparation on the Project. Since DOWL has been solicited to perform these other stages, they were chosen to continue with Construction Services during the construction phase of the Project. DOWL's Construction Services responsibilities will include: provide a conformed set of plans and specifications to issue for construction; review material submittals from the Contractor; respond to requests for information throughout construction; periodically make site visits; conduct Substantial Completion and Punch-List inspections at the end of construction; provide As-Built and Record drawings.

A critical aspect of project success is related to quality control. This refers to the oversight of the contractor and their construction activities and documentation necessary to demonstrate compliance with both technical and regulatory specifications (Washoe County and IVGID).

Black Eagle's responsibilities for quality control tasks include: inspection of all backfill materials upon delivery and during on-site handling/installation; testing of backfill, aggregates and asphalt during placement and compaction. Staff does not have the necessary resources to complete all the responsibilities required to meet regulatory material testing requirements. Therefore, a third party consultant is required to perform all material testing both on the work site and in a laboratory.

The proposed Professional Services Agreement with DOWL LLC is included as Attachment 1 and the proposed Professional Services Agreement with Black Eagle Consulting Inc is included as Attachment 2.

III. BID RESULTS

The scope of work for each Professional Service Agreement for DOWL and Black Eagle Consulting are not subject to competitive solicitation pursuant to NRS 332.115.1(b).

DOWL is the most suitable consultant for design-related Construction Services as they are the Engineer of Record for this project.

IV. FINANCIAL IMPACT AND BUDGET

The Alder Ave Water Main Replacement Project, CIP #2299WS1802, is included in the Board-approved FY 2023/24 CIP Budget (Item G.7 and G.9, 5/25/2023), with a Total Project Budget of \$1,250,000. The Cost Estimate for the entire Project, from Design Phase through Construction, is approximately \$691,735.

The Table below presents the Approved and Proposed Project Cost for the Alder Avenue Water Main Replacement Project:

Task	Budget	Comment
District Project Management & Construction Inspection	\$50,000	Initial project start up through project completion
Construction by Gerhardt & Berry	\$483,604	Approved 4/10/2023
Contract Contingency (~10%)	\$48,500	Approved 4/10/2023
DOWL (Survey)	\$12,881	Completed
DOWL (Water Modeling)	\$7,000	Completed
DOWL (Design and Bidding Services)	\$70,580	Completed
DOWL (Construction Services)	\$11,570	Pending
Black Eagle Consulting (Material Testing)	\$7,600	Pending
Project Total:	\$691,735	N/A

The difference between the initial Project budget and the total Project budget (following closeout) will be returned to the Water Main Replacement - Future CIP Budget (#2299WS1803).

V. ALTERNATIVES

There are no alternatives presented. The materials testing and inspection

services are required for Washoe County Encroachment Permit compliance.

VI. COMMENTS

The Agreements have been reviewed and approved by the District's 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.

VIII. ATTACHMENTS

- 1. 2024-04-25 - Black Eagle Professional Services Agreement Alder Avenue Matl's Testing
- 2. 2024-04-25 Professional Services Agreement Alder Avenue Matl's Testing

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of April 25, 2024 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Black Eagle Consulting, LLC, a domestic corporation with its principal place of business at 1345 Capital Boulevard, Suite A in 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 services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction materials testing and inspection services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to provide materials testing and inspection services during the District’s Alder Avenue Water Line Improvements Project (“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 materials testing and inspection services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A 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.
- 3.1.2 Term. The term of this Agreement shall be from May 1, 2024 to October 1, 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 within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 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: Tyler Hough.
- 3.2.5 District's Representative. The District hereby designates Interim Engineering Manager Hudson Klein or his 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 Tyler Hough, or their 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.

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 **Seven Thousand Six Hundred Dollars (\$7,600.00)** 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 original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also 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 AP@ivgid.org. District shall, within thirty (30) days of receiving such invoice, 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 B, 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, P. E.

Consultant

Black Eagle Consulting, Inc. LLC
1345 Capital Blvd., Ste. E
Reno, NV 89502
Attn: Tyler Hough

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 unless disclosure is compelled due to law or court order. 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.
- 3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

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

By: _____
Bobby Magee
District General Manager


Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:
BLACK EAGLE CONSULTING
Agreed to:

By:  _____
Signature of Authorized Agent
Shaun A. Smith, P.E., LEED AP,
Regional Vice President

Print or Type Name and Title

April 17, 2024

Date

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

EXHIBIT A SCOPE OF SERVICES

The following information was used to develop the Consultant's scope of services and cost:

- Drawings titled *Incline Village General Improvement District – Alder Avenue Water Main Replacement, Incline Village, Nevada*, prepared by Dowl, dated January 2024.
- *Standard Specifications for Public Works Construction, 2016 Revision 9 (The Orange Book)*.

Based on the information noted above and our experience with similar projects in the area, we anticipate the following scope-of-work will be provided:

Improvements Subject to Inspection and Testing

Utilities

- We have assumed that installation of the water line will take 7 days to complete. Our technician will make 7 site visits at 4 hours each for inspection and testing of the trench bedding and backfill materials.
- We have assumed that preparation of the aggregate base for the permanent asphalt patching will take 1 day to complete. Our technician will make 1 site visit at 4 hours for inspection and testing of the aggregate base materials.

Asphalt Paving

- We have assumed asphalt permanent patching and mill and overlay will take 1 day to complete. Our technician will make 1 site visit at 8 hours for asphalt sampling and density testing.
- We have made allowance for our technician to make 1 site visit at 4 hours for coring of asphalt concrete (AC) pavement. One set of asphalt cores will be taken and tested for in place density and overall thickness.
- No allowance has been made for inspection during placement of the slurry seal

Laboratory Testing

- We have budgeted for 2 Proctor curves, sieves, and Atterberg limits tests to characterize the native soils and imported aggregates.
- One hot mix sample will be taken and tested for extraction, gradation, Marshall, and maximum theoretical specific gravity.
- One sets of asphalt cores will be tested for unit weight and thickness.

Incidental Items

- No allowance has been made for prevailing wage rates
- A minimum 24-hour notice will be required to schedule materials testing and inspections.
- No allowance has been made for any re-testing or re-inspection of materials or workmanship not in conformance with project specifications.
- No allowance has been made for any weekend work or overtime work.
- We have made an allowance project management and clerical time on this project.
- We have also made an allowance for field equipment required, including vehicles.

EXHIBIT B
SCHEDULE OF CHARGES



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-half. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

<u>SUPPORT SERVICE</u>	<u>RATE/HOUR</u>
Regional Vice President	\$175.00
Senior Consultant	\$175.00
ENGINEERING:	
Division Manager	\$170.00
Project Manager	\$145.00
Project Engineer/Geologist	\$140.00
Engineering Technician	\$100.00
Drafting	\$ 85.00
MATERIALS TESTING:	
Division Manager	\$150.00
Senior Materials Technician	\$100.00
Materials Technician II	\$ 87.00
Materials Technician I	\$ 80.00
CONSTRUCTION TESTING AND INSPECTION:	
Division Manager	\$160.00
Project Manager	\$135.00
Field Manager/Assistant Project Manager	\$115.00
Special Inspector (ICC)	\$108.00
Inspector/Tester	\$103.00
TRAVEL AND EQUIPMENT:	
Vehicle	\$ 10.00
Mileage	\$1.50/mile
Per Diem	P.O.R.*
Nuclear Densometer	\$ 10.00
Coring Machine	\$ 50.00
Pachometer	\$ 20.00
Torque Wrench	\$ 20.00
Skidmore-Wilhelm Bolt Tension	\$ 20.00
Magnetic Particle/Ultrasonic Equipment	\$ 25.00
Thickness Gauge	\$ 20.00
Schmidt Hammer	\$ 15.00
Vane Shear	\$ 15.00
HERZ	\$ 65.00
ReMi Geophysical	\$600.00/day
Cross hole Sonic Logging	\$500.00/day
Floor Flatness Equipment + Labor	\$200.00/Hour
CLERICAL:	
Clerical/Word Processor	\$ 65.00
Computer	\$ 10.00
Supplies	Cost + 10%
Copying	\$ 0.20/page
Color Copies: 8-1/2" x 11"	\$ 0.50/page
Color Copies: 11" x 17"	\$ 2.00/page
OUTSIDE SERVICES:	Cost + 10%



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

<u>TESTS</u>	<u>UNIT PRICE</u>
SOILS TESTING:	
Moisture Content (ASTM D 2216)	\$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)	\$ 50.00/test
Atterberg Limit (ASTM D 4318)	\$115.00/test
Minus 200 Wash (ASTM D 1140)	\$ 80.00/test
Standard Sieve Analysis (ASTM D 6913)	\$125.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)	\$225.00/test
Soil Specific Gravity (ASTM D 854)	\$110.00/test
R-Value, Untreated Field Sample (ASTM D 2844)	\$350.00/test
▪ ¾" Batching	add \$ 35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)	\$400.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)	\$400.00/test
Unconfined Compression (ASTM D 2166)	\$100.00/test
Durability Index	\$150.00/test
California Bearing Ratio	\$700.00/test
Resistivity (Miller Soil Box)	\$100.00/test
Standard Proctor Compaction (ASTM D 698)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$175.00/test
Modified Proctor Compaction (ASTM D 1557)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$200.00/test
Compaction Check Point (4-inch or 6-inch mold)	\$ 60.00/test
Rock Correction (ASTM D 4718)	\$ 95.00/test
Harvard Miniature (Nev T-101)	\$250.00/test
Expansion Index	\$180.00/test
AGGREGATE TESTING:	
Standard Sieve Analysis (ASTM D 6913)	\$125.00/test
Atterberg Limit (ASTM D 4318)	\$115.00/test
Moisture Content (ASTM D 2216)	\$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	\$ 95.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	\$ 95.00/test
Clay Lumps and Friable Particles (ASTM C 142)	\$ 90.00/test
Flat and Elongated Particles (CRD 119, 120)	\$ 85.00/test
Fractured Faces (Nev T-230)	\$ 85.00/test
Sand Equivalent (ASTM D 2419)	\$125.00/test
Cleanness Test of Aggregate	\$125.00/test
Organic Impurities (ASTM C 40)	\$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	\$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	\$ 95.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535)	\$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	\$ 25.00/ea.
Compression of Grout Cylinder (UBC 24-28)	\$ 25.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	\$ 25.00/ea.
Compression of Cored Concrete (ASTM C 42)	\$ 50.00/ea.
Compression of Shotcrete per Core	\$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	\$100.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	\$ 55.00/ea.



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

MASONRY TESTING:

Compression of Masonry Unit (ASTM C 140) (Set of 3)	\$210.00/set
Compression of Masonry Prism (ASTM C 1314)	\$150.00/ea.
Shrinkage (Set of 3)	\$450.00/set
Moisture (Set of 3)	\$120.00/set

ASPHALT CONCRETE TESTING:

Bitumen Content by Ignition	\$120.00/test
Asphalt Gradation	\$100.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTMD 1559)	\$230.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	\$100.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	\$ 40.00/ea.
Hveem Compaction and Stability	\$130.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*

MISCELLANEOUS:

Mobile Asphalt/Soils Testing Laboratory	P.O.R.*
Special Handling	\$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	\$ 75.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, LLC supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, LLC will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

2024 Standard Rates for Service are subject to annual increase.

* Price on request

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of April 25, 2024 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Black Eagle Consulting, LLC, a domestic corporation with its principal place of business at 1345 Capital Boulevard, Suite A in 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 services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing construction materials testing and inspection services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to provide materials testing and inspection services during the District’s Alder Avenue Water Line Improvements Project (“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 materials testing and inspection services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A 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.
- 3.1.2 Term. The term of this Agreement shall be from May 1, 2024 to October 1, 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 within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.
- 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: Tyler Hough.
- 3.2.5 District's Representative. The District hereby designates Interim Engineering Manager Hudson Klein or his 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 Tyler Hough, or their 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.

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 **Seven Thousand Six Hundred Dollars (\$7,600.00)** 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 original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also 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 AP@ivgid.org. District shall, within thirty (30) days of receiving such invoice, 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 B, 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, P. E.

Consultant

Black Eagle Consulting, Inc. LLC
1345 Capital Blvd., Ste. E
Reno, NV 89502
Attn: Tyler Hough

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 unless disclosure is compelled due to law or court order. 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.
- 3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

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

By: _____
Bobby Magee
District General Manager


Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

CONTRACTOR:
BLACK EAGLE CONSULTING
Agreed to:

By:  _____
Signature of Authorized Agent
Shaun A. Smith, P.E., LEED AP,
Regional Vice President

Print or Type Name and Title

April 17, 2024

Date

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

EXHIBIT A SCOPE OF SERVICES

The following information was used to develop the Consultant's scope of services and cost:

- Drawings titled *Incline Village General Improvement District – Alder Avenue Water Main Replacement, Incline Village, Nevada*, prepared by Dowl, dated January 2024.
- *Standard Specifications for Public Works Construction, 2016 Revision 9 (The Orange Book)*.

Based on the information noted above and our experience with similar projects in the area, we anticipate the following scope-of-work will be provided:

Improvements Subject to Inspection and Testing

Utilities

- We have assumed that installation of the water line will take 7 days to complete. Our technician will make 7 site visits at 4 hours each for inspection and testing of the trench bedding and backfill materials.
- We have assumed that preparation of the aggregate base for the permanent asphalt patching will take 1 day to complete. Our technician will make 1 site visit at 4 hours for inspection and testing of the aggregate base materials.

Asphalt Paving

- We have assumed asphalt permanent patching and mill and overlay will take 1 day to complete. Our technician will make 1 site visit at 8 hours for asphalt sampling and density testing.
- We have made allowance for our technician to make 1 site visit at 4 hours for coring of asphalt concrete (AC) pavement. One set of asphalt cores will be taken and tested for in place density and overall thickness.
- No allowance has been made for inspection during placement of the slurry seal

Laboratory Testing

- We have budgeted for 2 Proctor curves, sieves, and Atterberg limits tests to characterize the native soils and imported aggregates.
- One hot mix sample will be taken and tested for extraction, gradation, Marshall, and maximum theoretical specific gravity.
- One sets of asphalt cores will be tested for unit weight and thickness.

Incidental Items

- No allowance has been made for prevailing wage rates
- A minimum 24-hour notice will be required to schedule materials testing and inspections.
- No allowance has been made for any re-testing or re-inspection of materials or workmanship not in conformance with project specifications.
- No allowance has been made for any weekend work or overtime work.
- We have made an allowance project management and clerical time on this project.
- We have also made an allowance for field equipment required, including vehicles.

EXHIBIT B
SCHEDULE OF CHARGES



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

The following lists a schedule of fees associated with engineering, materials testing, and construction testing and inspection support services. For projects lasting less than 4 weeks, invoices will be submitted upon project completion, while monthly invoices will be submitted for projects that last longer than 4 weeks. Overtime is defined as any hour of service provided in excess of 40 hours in a single week or any hour of service provided on a Saturday or Sunday. Any overtime work will be invoiced at time and one-half. Double time is defined as any hour of service provided on a holiday. Any double time work will be invoiced at double time.

<u>SUPPORT SERVICE</u>	<u>RATE/HOUR</u>
Regional Vice President	\$175.00
Senior Consultant	\$175.00
ENGINEERING:	
Division Manager	\$170.00
Project Manager	\$145.00
Project Engineer/Geologist	\$140.00
Engineering Technician	\$100.00
Drafting	\$ 85.00
MATERIALS TESTING:	
Division Manager	\$150.00
Senior Materials Technician	\$100.00
Materials Technician II	\$ 87.00
Materials Technician I	\$ 80.00
CONSTRUCTION TESTING AND INSPECTION:	
Division Manager	\$160.00
Project Manager	\$135.00
Field Manager/Assistant Project Manager	\$115.00
Special Inspector (ICC)	\$108.00
Inspector/Tester	\$103.00
TRAVEL AND EQUIPMENT:	
Vehicle	\$ 10.00
Mileage	\$1.50/mile
Per Diem	P.O.R.*
Nuclear Densometer	\$ 10.00
Coring Machine	\$ 50.00
Pachometer	\$ 20.00
Torque Wrench	\$ 20.00
Skidmore-Wilhelm Bolt Tension	\$ 20.00
Magnetic Particle/Ultrasonic Equipment	\$ 25.00
Thickness Gauge	\$ 20.00
Schmidt Hammer	\$ 15.00
Vane Shear	\$ 15.00
HERZ	\$ 65.00
ReMi Geophysical	\$600.00/day
Cross hole Sonic Logging	\$500.00/day
Floor Flatness Equipment + Labor	\$200.00/Hour
CLERICAL:	
Clerical/Word Processor	\$ 65.00
Computer	\$ 10.00
Supplies	Cost + 10%
Copying	\$ 0.20/page
Color Copies: 8-1/2" x 11"	\$ 0.50/page
Color Copies: 11" x 17"	\$ 2.00/page
OUTSIDE SERVICES:	Cost + 10%



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

<u>TESTS</u>	<u>UNIT PRICE</u>
SOILS TESTING:	
Moisture Content (ASTM D 2216)	\$ 25.00/test
Moisture Content and Dry Density (ASTM D 2937)	\$ 50.00/test
Atterberg Limit (ASTM D 4318)	\$115.00/test
Minus 200 Wash (ASTM D 1140)	\$ 80.00/test
Standard Sieve Analysis (ASTM D 6913)	\$125.00/test
Hydrometer Analysis minus No. 10 (ASTM D 422)	\$225.00/test
Soil Specific Gravity (ASTM D 854)	\$110.00/test
R-Value, Untreated Field Sample (ASTM D 2844)	\$350.00/test
▪ ¾" Batching	add \$ 35.00/test
Consolidation, 4 points & 1 Rebound Point (ASTM D 2435)	\$400.00/test
Direct Shear, UU, CU, CD (ASTM D 3080)	\$400.00/test
Unconfined Compression (ASTM D 2166)	\$100.00/test
Durability Index	\$150.00/test
California Bearing Ratio	\$700.00/test
Resistivity (Miller Soil Box)	\$100.00/test
Standard Proctor Compaction (ASTM D 698)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$175.00/test
Modified Proctor Compaction (ASTM D 1557)	
Method A or B (4-inch mold) or Method C (6-inch mold)	\$200.00/test
Compaction Check Point (4-inch or 6-inch mold)	\$ 60.00/test
Rock Correction (ASTM D 4718)	\$ 95.00/test
Harvard Miniature (Nev T-101)	\$250.00/test
Expansion Index	\$180.00/test
AGGREGATE TESTING:	
Standard Sieve Analysis (ASTM D 6913)	\$125.00/test
Atterberg Limit (ASTM D 4318)	\$115.00/test
Moisture Content (ASTM D 2216)	\$ 25.00/test
Specific Gravity Fine Aggregate with Absorption (ASTM C 128)	\$ 95.00/test
Specific Gravity Coarse Aggregate with Absorption (ASTM C 127)	\$ 95.00/test
Clay Lumps and Friable Particles (ASTM C 142)	\$ 90.00/test
Flat and Elongated Particles (CRD 119, 120)	\$ 85.00/test
Fractured Faces (Nev T-230)	\$ 85.00/test
Sand Equivalent (ASTM D 2419)	\$125.00/test
Cleanness Test of Aggregate	\$125.00/test
Organic Impurities (ASTM C 40)	\$ 75.00/test
Dry Unit Weight of Aggregate (ASTM C 29)	\$ 60.00/test
Sodium Soundness of Aggregate (ASTM C 88)	\$ 95.00/fraction
Los Angeles Rattler, 1.5 inch minus aggregate size (ASTM C 131) and Los Angeles Rattler, greater than 1.5-inch aggregate size (ASTM C 535)	\$300.00/test
PORTLAND CEMENT TESTING:	
Compression of Concrete Cylinder (ASTM C 39)	\$ 25.00/ea.
Compression of Grout Cylinder (UBC 24-28)	\$ 25.00/ea.
Compression of Mortar Cylinder (UBC 24-22)	\$ 25.00/ea.
Compression of Cored Concrete (ASTM C 42)	\$ 50.00/ea.
Compression of Shotcrete per Core	\$100.00/ea.
Flexural Strength of Concrete Beams (ASTM C 78, C 293)	\$100.00/ea.
Splitting Tensile Strength of Concrete Cylinder (ASTM C 496)	\$ 55.00/ea.



BLACK EAGLE CONSULTING, LLC

2024 STANDARD RATES FOR SERVICES

MASONRY TESTING:

Compression of Masonry Unit (ASTM C 140) (Set of 3)	\$210.00/set
Compression of Masonry Prism (ASTM C 1314)	\$150.00/ea.
Shrinkage (Set of 3)	\$450.00/set
Moisture (Set of 3)	\$120.00/set

ASPHALT CONCRETE TESTING:

Bitumen Content by Ignition	\$120.00/test
Asphalt Gradation	\$100.00/test
Marshall Stability and Flow, Compaction and Unit Weight (ASTMD 1559)	\$230.00/test
Maximum Theoretical Specific Gravity (ASTM D 2041)	\$100.00/test
Unit Weight of Asphalt Cores (ASTM D 2726)	\$ 40.00/ea.
Hveem Compaction and Stability	\$130.00/ea.
Hot Mix Asphalt Mix Design	P.O.R.*
CTB Mix Design	P.O.R.*

MISCELLANEOUS:

Mobile Asphalt/Soils Testing Laboratory	P.O.R.*
Special Handling	\$ 75.00/hour
Rush Charge	50% Additional Charge
Fireproofing	\$ 75.00/test

ADDITIONAL INFORMATION

Laboratory test unit prices are based upon the average running time required for each test. Special research, sample or equipment preparation or laboratory consulting will be based upon hourly personnel charges. Fixed unit prices do not include extra preparation time for large bulk samples, saturated samples or extremely clayey samples. This time will be invoiced on a per-hour basis. Special report preparation and data presentation beyond industry standards will also be invoiced on a per-hour basis. Cost estimates for hourly charges will be provided on a project-specific basis upon request.

Any specialized testing not covered by this fee schedule will be developed or subcontracted out under Black Eagle Consulting, LLC supervision. Costs for these tests will be time-and-materials. When applicable, subcontractors' fees will be invoiced at cost plus ten (10) percent.

All samples will be discarded thirty (30) days after submission of our report, unless otherwise directed by the client. Upon request, Black Eagle Consulting, LLC will deliver samples to the client, shipping collect on delivery, or will store them for an agreed charge.

2024 Standard Rates for Service are subject to annual increase.

* Price on request

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss, and Approve the Agreement for Professional Services for the Effluent Storage Tank Project at the WRRF for SCADA Configuration Modifications - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS2010 Effluent Storage Tank; Professional: Thunderbird Communications in the Amount of \$9,531.45. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.2.0 Purchasing Policy for Public Works Contracts

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Professional Services Agreement with Thunderbird Communications for the Effluent Storage Tank Project for the amount of \$9,531.45; and,
2. Authorize the District General Manager to execute the Agreement with Thunderbird Communications.

II. BACKGROUND

The construction of the new two million gallon (2MG) Effluent Storage Tank Project was approved on March 28, 2024 (Item E.3). There is an existing 0.5MG steel tank in use at the wastewater resource recovery facility (WRRF) that is currently monitored by a Supervisory Control and Data Acquisition (SCADA) system.

In order to complete construction of the new 2MG tank, the existing 0.5MG steel tank appurtenances need to be demolished for replacement. As part of this, the existing vault that houses the SCADA control system for the 0.5MG will be demolished and the SCADA hardware must be relocated until completion of the new tank-related facilities. However, the existing 0.5MG gallon tank must maintain operational use of the SCADA system and the related transducers to monitor tank storage levels for the Spooner Pump Station and high level alarming controls.

Thunderbird communications is the primary contractor the IVGID Plant Operations Staff use for SCADA programming. Therefore, the proposed agreement is to provide for temporary relocation of the existing SCADA controls.

III. BID RESULTS

The Services Agreement was not solicited for public bid. There is no requirement for this professional service to be solicited for competitive bid per NRS 338.13862(b): the contract value is less than \$25,000.

As the current SCADA contractor for the WRRF, Thunderbird Communications is the most suitable consultant to provide the SCADA programming services.

IV. FINANCIAL IMPACT AND BUDGET

The total proposed budget for programming for the temporary controls is \$9,351.45. Refer to attached Services Agreement, Attachment A.

The proposed amount above was included as part of the budget augmentation approved and presented in the February 28, 2024 Board of Trustees meeting (Item G.3) as summarized below.

Description	Cost Estimate
Direct Construction Costs	\$ 5,663,000
CMAR Fee	\$ 566,300
Risk Reserve	\$ 410,000
IVGID Operations Staff	\$ 38,000
IVGID Project Management	\$ 90,000

Engineering Construction Administration Services	\$ 200,000
Contract Contingency	\$ 190,000
Temporary SCADA	\$ 26,500
Subtotal	\$ 7,183,800
Spent to date	\$ 880,000
TOTAL	\$ 8,063,800

V. ALTERNATIVES

No alternatives are presented. This is an essential task required to enable construction of the new storage tank.

VI. COMMENTS

The Agreement for Professional Services has been reviewed and approved by the District's 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.

VIII. ATTACHMENTS

1. ATTACHMENT A - Services Agreement - Thunderbird Communications_Effluent Tank SCADA Modifications

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

CIP No. 2599SS2010	Purchase Order No.
CONTRACTOR Thunderbird Communications, Inc. 1664 Auburn Ravine Road Auburn, CA 95603 Attn: Tom Swick <u>Sales@thunder-bird.com</u> ; 530-888-8100	INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Hudson Klein, P.E. <u>hwk@ivgid.org</u> ; 775-548-6375

This Purchase Order is subject to the attached terms and conditions.

Services:

Modifications to the District's SCADA system in preparation for the Effluent Storage Tank installation, per the attached proposal.

Not included in this PO:

- Installation and wiring of the RTU.
- Additional antenna cable.

Price: \$9,531.45

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

By: _____
 Bobby Magee
 District General Manager


 Date

Reviewed as to Form:

 Sergio Rudin
 District General Counsel

 Date

CONTRACTOR:
Thunderbird Communications
Agreed to:

By:  _____
 Signature of Authorized Agent
 Rose Swick, Corp Secretary

 Print or Type Name and Title
 4/10/24

 Date

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify,

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all

facilities necessary to execute, complete, and deliver the work within the specified time.

11. **Damage to District Facilities.** Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. **Site Safety and Cleanup.** The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. **Installation.** If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

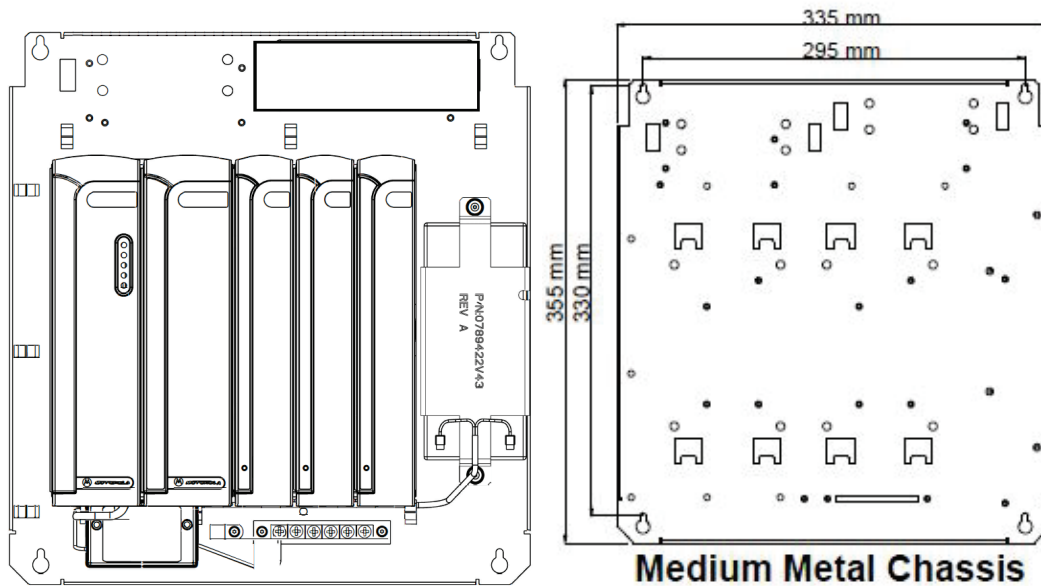
14. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

February 7, 2024

Subject: Incline Village General Improvement District
Effluent Tank SCADA Modifications, Project #23-0111.TS

The following is Thunderbird Communications' pricing for SCADA modifications for the Effluent Tank modifications. This proposal includes the following hardware:

- Additional Mixed I/O module for the addition of new analog inputs.
- Additional backplane to allow mounting of the unit into the permanent housing upon final installation.



The additional backplane will allow all of the RTU (CPU, power supply, modules, radio, and battery) to be installed onto one backplane which can be installed in the permanent housing. The layout of the backplane is shown above. The current configuration has the unit installed with the modules, radio, and battery all installed separately due to space limitations at the time of installation.

This proposal includes the following labor:

- One day on site to document and assist with moving of the RTU to a temporary location
- Development of a functional specification, defining I/O connections, functionality, and HMI modifications to be made
- All required programming of RTU, FIU, Intouch, Historian, and WIN911 software
- Implementation of changes in field
- Assembly of RTU onto new backplane and assistance with moving to permanent location
- Field testing on site

Pricing is shown on the following pages. Please feel free to contact me with any questions or comments.

Sincerely,

Tom Swick

Tom Swick
Thunderbird Communications, Inc.

Cost Breakdown

IVGID

Effluent Tank Modifications

Engineering Cost Breakdown

Function	No. Days (In-House)	No. Days (On-Site)	Cost
One Day on Site to Assist with Moving of RTU to Temporary Location		1	\$1,290.00
Develop New Functional Specification and I/O Wiring Documentation	1		\$1,160.00
Develop Programming for RTU Application and Intouch Database In House, Provide Intouch Database Addressing Documentation	1		\$1,160.00
Implement RTU Programming, Modify FIU Application, Add Intouch Database and Display Modificaitons, WIN911 Alarming, and Historian Changes on Site		2	\$2,580.00
Assistance with Moving of RTU On Site, Assembling of RTU onto New Chassis		1	\$1,290.00
Participate in Field Testing Operations on Site		1	\$1,290.00
Engineering Total			\$8,770.00

Equipment Cost Breakdown

Equipment	Qty.	Item Price	Ext'd Price
FLN3572 Mixed I/O Module	1	\$513.95	\$513.95
Medium Metal Chassis with Motherboard	1	\$247.50	\$247.50
Equipment Total			\$761.45

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss and Approve the Agreement for Services for Carpet Replacement Public Works Building A Lower Level - 2023/24 Capital Improvement Project; Fund: Utility; Division: Shared Sewer and Water; Project #2097BD1204 - New Carpet Building #A ; Vendor: Tahoe Specialty Flooring and Window Design in an Amount Not to Exceed \$17,029.46. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Purchasing Policy for Goods and Services 21.1.0.

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Agreement for Services with Tahoe Specialty Flooring and Window Design for the Amount Not to Exceed \$17,029.46; and,
2. Direct the General Manager to Sign and Execute the Agreement.

II. BACKGROUND

The carpet in Public Works Building A, installed in 2006, has reached the end of its lifespan, particularly on the lower level used by the pipeline crew and fleet. To

address this, high-traffic walk-off mats will be installed to extend the life of the new carpet. This initiative aligns with Board Policy 12.1.0 for facility maintenance and is included in the Consent Calendar per Board Policy 3.1.0 Subsection 0.4. It falls within the approved FY 2023/24 Capital Improvements Expense Budget in the Shared Utilities Fund.

III. BID RESULTS

The Public Works Buildings Division solicited bids for this work in January 2024 from three qualified local contractors. One responsive proposal was received from Tahoe Specialty Flooring and Window Design. The nonresponsive contractors were Simonian Flooring and SI Legacy.

IV. FINANCIAL IMPACT AND BUDGET

At the Board of Trustees meeting on May 25, 2023 (Item G.7 and G.9), the FY 2023/24 budget was approved. This project has an approved budget of \$47,000. All unused funds will remain within the fund balance.

V. ALTERNATIVES

The Board of Trustees may defer or decide not to move forward with staff's recommendation and the lower floor of Public Works Building A will remain in its current condition.

VI. COMMENTS

The Agreement between the District and Tahoe Specialty Flooring and Window Design has been reviewed and approved 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.

VIII. ATTACHMENTS

- 1. Carpet Install - Bldg A Lower Level

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Account No. 2097BD1204	Purchase Order No.
CONTRACTOR Tahoe Specialty Flooring & Window Design 930 Tahoe Boulevard, #103 Incline Village, NV 89451 Attn: Annie Daly annie@tahoospecialtyflooring.com 775-882-1177 775.831.2200 CS	INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Andrew Ansotegui ada@ivgid.org / 775-558-9090

This Purchase Order is subject to the attached terms and conditions.

Services:

Per Contractor's quote ES401763, provide and install Shared Force carpet tile to Public Works Building A lower floor Fleet Superintendent's office, Pipeline Distribution/Collections Supervisor's office and Pipeline meeting room/lunch room. Work includes:

- Removal and reset furniture and equipment.
- Tear-out and dispose of existing glued-down carpet tiles.
- Prep cracked concrete subfloor.
- 6" rubber base.

Price: \$17,029.46

SIGNATURES ON LAST PAGE.

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify,

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all

facilities necessary to execute, complete, and deliver the work within the specified time.

11. **Damage to District Facilities.** Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. **Site Safety and Cleanup.** The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. **Installation.** If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

14. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**OWNER:
INCLINE VILLAGE G. I. D.**

Agreed to:

By:

Bobby Magee
District General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

**CONTRACTOR:
Tahoe Specialty Flooring & Window
Design**

Agreed to:

By: *Coreen Serrano*

Signature of Authorized Agent

Coreen Serrano - Vice President

Print or Type Name and Title

4/5/2024

Date

TAHOE SPECIALTY FLOORING & WINDOW DESIGN
930 TAHOE BLVD., #103
RALEY'S CENTER
INCLINE VILLAGE, NV 89451
Telephone: 775-831-2200

ES401763

QUOTE

Sold To	Ship To
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ANDY-775-558-9090 ADA@IVGID.ORG	INCLINE VILLAGE PUBLIC WORKS 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451

Quote Date	Tele #1	PO Number	Quote Number
02/12/24	775-832-1177		ES401763

PROVIDE AND INSTALL RETHREAD OR ORNATE 18" X 36" CARPET TILE IN FIRST FLOOR BACK MEETING ROOM, UTILITY DEPARTMENT AND UTILITY DEPARTMENT MEETING ROOM	\$ 15,494.20
REMOVE & RESET FURNITURE AND EQUIPMENT	1,900.00
TEAR OUT & DISPOSE OF EXISTING GLUED DOWN CARPET	3,000.00
PREP CRACKED CONCRETE SUB-FLOOR	600.00
6" RUBBER BASE	1,950.00
	\$ 22,944.20
SHARED FORCE CARPET TILE IN LIEU OF RETHREAD OR ORNATE:	\$ (5,914.74)
NEW TOTAL:	\$ 17,029.46

— 04/01/24 —

2:17PM —

Sales Representative(s):
ANNIE DALY

Material:	0.00
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

QUOTE TOTAL: \$0.00

TAHOE SPECIALTY FLOORING & WINDOW DESIGN
930 TAHOE BLVD., #103
RALEY'S CENTER
INCLINE VILLAGE, NV 89451
Telephone: 775-831-2200

ES401763

QUOTE

Sold To	Ship To
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ANDY-775-558-9090 ADA@IVGID.ORG	INCLINE VILLAGE PUBLIC WORKS 1220 SWEETWATER ROAD INCLINE VILLAGE, NV 89451

Quote Date	Tele #1	PO Number	Quote Number
02/12/24	775-832-1177		ES401763

CA LICENSE #719861 - NV LICENSE #74473

QUOTATION VALID FOR 30 DAYS FROM DATE OF ISSUE UNLESS OTHERWISE STATED

WE THANK YOU FOR SUPPORTING OUR COMMUNITY BY SHOPPING LOCALLY!

— 04/01/24 —		2:17PM —
Sales Representative(s):		Material: 0.00
ANNIE DALY		Service: 0.00
		Misc. Charges: 0.00
		Sales Tax: 0.00
		Misc. Tax: 0.00
		QUOTE TOTAL: \$0.00

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Shelia Leijon, Director of Parks & Recreation

SUBJECT: Review Discuss and Approve the Agreement for Services for Floor Replacement in the Recreation Center Group Fitness Room - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation; Project # 4886LE001 - Fitness Equipment Floor Replacement; Vendor Croft Beck Group, LLC., in an Amount Not to Exceed \$36,619. (Requesting Staff Member: Director of Parks & Recreation Shelia Leijon)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): 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.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Purchasing Policy for Goods and Services 21.1.0

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Professional Services Agreement with Croft Beck Group, LLC., for floor replacement in the Recreation Center Group Fitness Room, CIP # 4886LE001 in the amount of \$36,619; and,
2. Direct the General Manager to sign and execute the Agreement.

II. BACKGROUND

The Group Fitness area, extensively utilized for fitness, dance, and personal training services within the Recreation Center programs over the past 13 years,

features Classic Exterra Wood flooring. However, due to heavy use, the flooring exhibits signs of wear and tear, with several planks showing warping, marring, and gaps, thereby posing potential trip hazards. Consequently, the existing flooring has been deemed irreparable and has reached the end of its useful life. Accordingly, replacement is scheduled as part of the approved FY 2023/24 Fitness Equipment Capital Improvement budget.

For the replacement flooring, the Robbins Forever Marley flooring has been chosen. This flooring system, tailored and biomechanically researched for performance, offers exceptional durability and comfort, surpassing traditional wooden sprung floors. Its superior characteristics include outstanding uniformity, vibration control, impact force reduction, and deflection, ensuring a safe and comfortable surface for all levels of activity. Moreover, its longevity is enhanced by the option for resurfacing, thereby extending its useful life.

The selection of the Durable Forever Marley Performance surface is based on several key factors:

1. Seamless, slip-resistant, non-reflective, and dimensionally stable performance.
2. Comfort and safety provided by a thick resilient pad, offering excellent force reduction, vibration damping, and deflection to soften landings.
3. Excellent acoustics facilitated by a continuous resilient subfloor, ensuring consistent sound and uniformity.
4. Uniform resilience achieved through a continuous subfloor, enhancing rolling load carrying ability.
5. Five-year limited warranty, providing assurance of quality and performance.

Repair of the floor will involve pouring a top layer of seamless polyurethane over the current surface. This proposed work aligns with the Board's Policy 12.1.0 regarding the maintenance of existing facilities. Additionally, it falls within the routine business of the District as per Board Policy 3.1.0, Subsection 0.4, and is included on the Consent Calendar. This inclusion reflects its alignment with the currently approved District's FY 2023/24 Carry-Forward Capital Improvements Expense Budget within the Facilities budget.

III. BID RESULTS

Staff solicited bids for this work in 2024 from three qualified sprung floor vendors. Two proposals were received: Croft – Beck Group LLC were the sole provider of Forever Marley flooring and installation/shipping of the flooring at \$36,619. O'Mara Flooring proposed a sprung wood flooring without installation and shipping at \$30,070 for materials only. Fitness Flooring Indianapolis did not respond to requests. The proposed Agreement with Croft – Beck Floors is included.

IV. FINANCIAL IMPACT AND BUDGET

At the Board of Trustees meeting on May 25, 2023 (Item G.7 and G.9), the FY 2023/24 budget was approved. This project has an approved budget of \$70,000. All unused funds will remain within the fund balance.

V. ALTERNATIVES

The Board of Trustees may defer or decide not to move forward with this recommendation and the flooring in the Recreation Center Group Fitness Room will remain in its current condition.

VI. COMMENTS

The Agreement between the District and Croft Beck Group LLC has been reviewed and approved 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.

VIII. ATTACHMENTS

- 1. Agreement - Rec Center Flooring Replacement
- 2. Flooring Images

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**SHORT FORM CONSTRUCTION CONTRACT
BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
CROFT-BECK GROUP LLC
for
CONSTRUCTION INSTALLATION SERVICES**

1. PARTIES AND DATE.

This Contract is made and entered as of April 25, 2024 by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a Nevada general improvement district (“District”) and CROFT-BECK GROUP LLC, a Utah Limited Liability Company with its principal place of business at 2133 South 1260 West, Salt Lake City, UT 84119 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

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 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services relating to the work to furnish and install “Robbins Le Lena A Forever Marley” dance floor subfloor system of approx. 1,131 square feet at the Incline Village Recreation Center multipurpose room, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of Nevada, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the Multipurpose Room Flooring Replacement (“Project”) as set forth in this Contract.

2.4 Project Documents. Contractor has obtained, and delivers concurrently herewith, all insurance documentation, as required by the Contract. By reference herein, Contractor agrees to review and comply with the District’s Ordinances and *Standard Specification for Public Works Construction* (the “Orange Book”).

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Work (Exhibit A)
- Le Lena A Forever Marley Sell Sheet and Warranty (Exhibit B)
- Schedule of Charges (Exhibit C)

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the

Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified in Section 3.7 of and pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference.

The Work is generally described as follows: Multipurpose Room Flooring Replacement at the District’s Recreation Center, located at 980 Incline Way, in Incline Village, Washoe County, Nevada.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract by June 28, 2024, which time may be extended as necessary to account for extended material delivery time as more clearly set forth in Exhibit A (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage.

3.3.2 Force Majeure. Neither District nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor’s exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Contractor and District recognize that time is of the essence, and that District will suffer financial and other losses if the Work is not completed in the Contract Time, as may be modified by mutual agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay to District Two Hundred Fifty dollars (\$250.00) for each

working day beyond the Contract Time that the Work is not completed, without an extension of time approved by the District in writing. If District recovers liquidated damages for a delay in completion by Contractor, such liquidated damages are District's sole and exclusive remedy for such delay, and District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Contract.

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

3.4 Standard of Performance; Performance of Employees.

3.4.1 Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the Contract Documents and the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees, and its subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.4.2 Contractor's warranty and guarantee hereunder excludes defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or normal wear and tear under normal usage.

3.4.3 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:

- a. Observations by District's representative;
- b. Recommendation by District's representative or payment by District of any progress or final payment;
- c. The issuance of a certificate of substantial completion by District's representative or any payment related thereto by District;
- d. Use or occupancy of the Project or any part thereof by District;

- e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by District's representative;
- f. Any inspection, test, or approval by others; or
- g. Any correction of defective work by District.

3.5 Correction Period.

3.5.1 If, within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by District or permitted by laws and regulations is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions:

- a. Repair such defective land or areas; or
- b. Correct such defective work; or
- c. If the defective work has been rejected by District, remove it from the Project and replace it with work that is not defective, and
- d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

3.5.2 If Contractor does not promptly comply with the terms of District's written instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

3.5.3 In special circumstances where a particular item of equipment is placed in continuous service before substantial completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

3.5.4 Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Section 3.5, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

3.5.5 Contractor's obligations under this Section 3.5 are in addition to any other obligation or warranty. The provisions of this Section 3.5 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise

provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. For all Work, at the prices stated in Contractor's Proposal attached hereto as Exhibit A, and as consideration for the performance of the Work required herein, District Agrees to pay Contractor a lump sum of **Thirty-Six Thousand Six Hundred Nineteen Dollars (\$36,619.00)** ("Total Contract Price") as more fully set forth in Exhibit C, provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized invoice indicating the amount of Work completed since commencement of the Work or since the last progress payment. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Invoices shall be sent to AP@ivgid.org.

3.8 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

3.9 Laws and Regulations. Contractor 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 Contract or the Work, including all labor requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of Nevada subject to certain provisions of the NRS. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a quasi-municipal corporation are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and

harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.9.1 By executing this Contract, Contractor acknowledges that it is aware of District's Ordinance 1, the Solid Waste Ordinance, and specifically Section 4.5. thereof, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

3.10 Permits and Licenses. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain.

3.12 Dispute Resolution.

3.12.1 Contractor and District hereby agree to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150, under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

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

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

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

3.12.5 In the event that a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the District or Contractor

fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either District or Contractor may then initiate judicial proceedings by filing suit. District and Contractor will share the cost of mediation equally unless agreed otherwise.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District.

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor 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. Failure to provide

and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of Nevada and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the State of Nevada. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. 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 Contractor'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 Contractor'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 Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

c. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

d. All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 (2) 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 officials, employees, agents and authorized volunteers.

3.15.4 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 officials, employees, agents and authorized volunteers.

3.15.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.7 Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the District. 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.

3.15.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.15.9 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.15.10 Compliance with Coverage Requirements. If at any time during the life of the Contract, any policy of insurance required under this Contract 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 Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may terminate this Contract for cause.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by District, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.16.2 Performance Bond. If specifically requested by District, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.16.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.17 Employee/Labor Certifications.

3.17.1 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests

protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.17.2 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.18 General Provisions.

3.18.1 District's Representative. The District hereby designates Interim Director of Public Works Kate Nelson, P.E. or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or her designee.

3.18.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.18.3 Termination. This Contract may be terminated by District at any time, either with or without cause, by giving Contractor three (3) days' advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.18.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.18.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR: Croft-Beck Group LLC, dba Croft-Beck Floors
2133 South 1260 West
Salt Lake City, UT 84119
Attn: Carl Newland and Crystal Dial

DISTRICT: Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451
Attn: Kate Nelson, P. E.

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18.6 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.18.8 Controlling Law. This Contract shall be interpreted in accordance with the laws of the State of Nevada.

3.18.9 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.18.10 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.18.11 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to rescind this Contract without liability. For the term of

this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.18.12 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

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

3.18.14 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.18.15 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.18.16 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project or other projects.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN CROFT-BECK GROUP LLC AND INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the day and date of the year first set forth above.

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

By: _____

Bobby Magee
General Manager

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

**CONTRACTOR:
Croft-Beck Group, LLC
Agreed to:**

By: _____



Signature of Authorized Agent

Carl Newland Owner

Print or Type Name and Title

4-15-2024

Date

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

EXHIBIT A

Scope of Work

Contractor's services will include:

Furnish and install Robbins Le Lena A dance floor subfloor system of approx. 1,131 sq.ft. in the Multipurpose Room on the above project. Our proposal includes: the installation of 1 layer 6 ml polyethylene vapor barrier, 2 layers of resilient pad, 1 layer of 15/32" CDX Plywood, one layer 15/32" AC Grade plywood, Robbins Sport Surfaces **Forever Marley**. The perimeter walls will be trimmed with 3" x 4" black vent cove base. We will also sand and refinish existing wood ramps in the doorways.

The following exclusions and Project clarifications will apply:

1. Electrical power service, lighting, HVAC and heating to be provided by owner.
2. Jobsite security to prevent unauthorized entry into work area during the process is to be provided by others.
3. Grinding and or filling of concrete slab to achieve specified tolerance is to be done by others.
4. The Robbins Manufacturer has informed us that there will be a 6-14 week lead time from the date of order if material is not in stock.

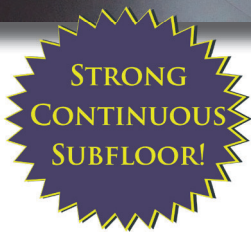
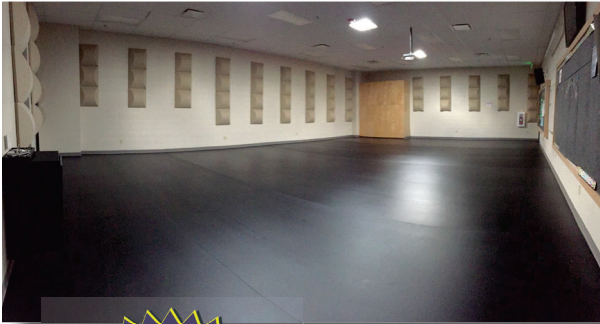
EXHIBIT B

Le Lena A Forever Marley Sell Sheet and Warranty

Le Lena A

Forever™ Marley

Robbins' Performing Arts Flooring System



FLOOR TYPE:

Sprung Floor: Floating

FLOOR SURFACE:

Forever Marley

FLOOR SYSTEM THICKNESS:

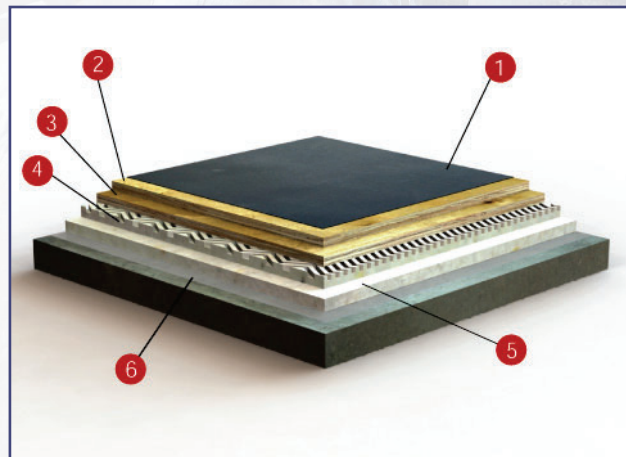
2" (51mm)

APPLICATIONS:

Classical, Ballet, Multi-Functional, Modern, Contemporary, Hip Hop, Swing, Belly Dancing, Percussive, Tap, Irish, Flamenco

FLOOR BUILD-UP

1. Seamless polyurethane dance surface.
2. High Grade Semi-Flexible Upper Load Distribution Sheathing Layer.
3. Semi-Flexible Lower Load Distribution Sheathing Layer.
4. Dual Density, Recycled, Open Celled Resilient Polyurethane Pad layer.
5. Recycled, Open Celled Resilient Polyurethane Pad layer.
6. 6 mil Polyethylene vapor retarder.



FEATURES

- **Durable Forever Marley Performance Surface:** *seamless, slip resistant, non-reflective & dimensionally stable*
- **Comfort & Safety:** *thick resilient pad for great force reduction, vibration damping, and deflection to soften landing*
- **Excellent Acoustics:** *continuous resilient subfloor for consistent sound and uniformity*
- **Uniform Resilience:** *continuous subfloor for uniformity and rolling load carrying ability*

**FSC® Materials Available for Purchase*

LE LENA has been tested per the ANSI E1.26 Standard

PERFORMING ARTS & THEATER

Robbins most advanced professional sprung floor systems are designed & biomechanically researched, specifically for performers with dancer input to create the world's most comfortable and highest performing surfaces. Robbins unique dance floor designs clearly unites legendary performance with all the qualities necessary to withstand the rigors of even the most demanding venues, delivering long-lasting, superior performance characteristics that traditional sprung floors cannot. Outstanding uniformity, vibration control, impact force reduction, and deflection allow performers of all levels to concentrate on their art, *not* the fear of falling or potential injury.

Characteristics of a Superior Dance Floor System Includes:*

- Significant enhancements to dancer “comfort”.
- Provides unparalleled uniformity in feel and performance
- Tightly controls magnitude and timing of deformation for proper energy return
- Damps vibration, quickly limiting effect on neighboring performers
- **Minimizes** floor system vibration in general and specifically in the natural frequency range of soft tissue packages, providing comfort and reducing fatigue
- **Separates** the input vibration frequency (i.e., the skeletal deceleration (frequency) from the natural frequency of soft tissue packages
- Induces small Electromyography (EMG) muscle activity response
- Limits the amount of flooring set into motion upon impact through excellent deformation control
- Provides outstanding acoustics - control of audible vibration
- Eliminates excessive rebound e.g., “trampoline effect”
- Prevents “**hard & soft spots**” through uniform suspension across the entire floor
- Uniformity, vibration control, and force reduction working together in unison to dramatically enhance performance, while also increasing comfort and safety.
- Provides excellent stability under theatrical loading.

**defined by Dr. Benno Nigg, The Human Performance Lab, University of Calgary*



Recent Robbins Performing Arts Installations:

EDGE Performing Arts Center (*Los Angeles, CA*)
 Reed College (*Portland, OR*)
 Kentucky Center for the Arts (*Louisville, KY*)
 The Banff Centre (*Banff, Alberta, CA*)
 Choate Rosemary Hall (*Wallingford, CT*)
 Tracey Anderson Manhattan Studio (*New York, NY*)
 Carleton College (*Northfield, MN*)
 Buckley School (*New York, NY*)



Forever™ Marley

5 – Year Limited Material Warranty

Thank you for choosing Robbins *Forever Marley*, our premier performing arts/ dance surface. Forever Marley’s design and stringent manufacturing standards assure its longevity and performance. In the unlikely event, you encounter a problem with your purchase contact your installing contractor and or Robbins for guidance. Please keep this document for reference.

This Limited Material Warranty applies exclusively to Robbins *Forever Marley* (the “Product”) purchased on or after January 1, 2019 for dance and performing arts applications only. This warranty does not apply to commercial use.

5 – Year Guarantee on Structural Integrity and Workmanship

Robbins Inc. warrants to the original owner (the “Customer”) purchasing the Product, that the Product will be free from manufacturing defects. This non-transferrable warranty commences upon your purchase of the Product. Installing Robbins authorized flooring contractor to warrant deficiencies in workmanship.

This Limited Warranty does not cover damage to the Product caused in whole or in part by accident, circumstances beyond Robbins control, neglect, negligence, ordinary wear and tear, abuse, excessive point and/or rolling loads, use for which the Product is not designed, faulty construction of the facility, faulty installation of the Material, failure to comply with recommended maintenance instructions, repair or alteration of the Product by anyone other than an Authorized Robbins Flooring Contractor, settlement of the facilities walls, slab or structure, failure of other contractors to adhere to specifications, mechanical failure, excessive dryness, or excessive moisture from humidity, spillage, migration through the slab or walls, or any other source (the “Excluded Conditions”).

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF Robbins Inc. Robbins Inc. makes no warranty or representation that the Product complies with the requirements of federal, state and local laws and/or industrial codes, or any other warranty or representation, express or implied, not specified herein. Any and all representations or warranties by Robbins Inc. or any other party that differ in any manner from the terms of this written Limited Warranty shall be of no force or effect.

This Limited Warranty completely and exclusively states the obligations of Robbins Inc. for any breach of this Limited Warranty. If this Limited Warranty is breached, Robbins Inc. liability for such breach shall be limited to either, at Robbins Inc. option, repairing the defective Product, replacing the defective Product, or returning the sales price of the Product received by Robbins Inc. In no event shall any breach of this Limited Warranty render Robbins Inc. liable for any other damages of any kind, whether special, direct, indirect, incidental, consequential, or of any other sort, associated with the use of or in the inability to use the defective Product. In no event shall Robbins Inc. be obligated to pay for or otherwise assume the responsibility for repair work ordered or performed by the Customer without the prior written consent of Robbins Inc. Robbins Inc. obligation under this Limited Warranty shall be contingent upon the receipt by Robbins Inc. before the end of the warranty period of a written notice of a claimed defect from the Customer, and proof to Robbins Inc. satisfaction that the Product is defective in manufacture and was not subjected to any of the Excluded Conditions. If Robbins Inc. shall elect to replace Product proven to be defective, it shall not be responsible for any labor charges of any kind either in the reinstallation of the Product or in the dismantling of the defective Product; rather, the obligation of Robbins Inc. shall be limited to delivering replacement Product to the Customer. In no event shall Robbins Inc. have any liability to any party other than Customer. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may or may not apply to you.

Owner's Responsibility

In order to receive the limited warranty protection described above, you must do the following:

- 1) Save your original receipt.
- 2) Inspect all flooring immediately after installation, and if you are not 100% satisfied with it, contact Robbins Technical Department within 30 days.
- 3) Only use the floor for its intended purpose. Do not push, pull or drag anything across the floor. Do not place objects with a heavy point load on the floor.
- 4) Allow Robbins Inc. a reasonable number of attempts to repair or replace any claimed defect.
- 5) Maintain the flooring correctly using the Recommended Maintenance Program listed below

Floor Care Maintenance Program

- 1) Position walk off mats at all doorways to help eliminate introducing dirt and grit onto finished floor.
- 2) Sweep or vacuum your floor at least once a week (more frequently in high traffic areas). Do not use vacuums with beater bars or hard heads. Using a quality dust mop to eliminate fine grit and other abrasive dirt is highly recommended daily.
- 3) As needed, damp mop floor with a high quality neutral pH non-abrasive general-purpose floor cleaner designed for urethane based floor systems.
- 4) Clean up spills immediately.
- 5) Never apply a wax or sealer coatings.
- 6) Follow Forever Marley recommended maintenance procedures.

Note: An auto scrubber with a red pad can be used when the surface becomes extremely dirty or slippery.

Warranty does not cover:

- ξ Expansion and contraction of flooring due to excessive changes in temperature and/or humidity.
- ξ Changes in color due to maintenance or spillage.
- ξ Damage caused by heavy point loads like high heels, chairs, tables, pianos, casters, etc.
- ξ Damage caused by fire, flood, leaking or broken pipes, leaking/open windows during storm events or other natural disaster.
- ξ Damage caused by sharp objects.
- ξ Reduction in gloss, scratches, or indentations due to: sand, grit, or other abrasives, pets, insects, construction traffic, vacuums with beater bars, etc.
- ξ Color variations, shade variation, gloss variation or texture variation between samples or printed color photography used in marketing materials such as literature.
- ξ Damage caused by deficiencies in the building's structure or sub-floor.
- ξ Damage caused by faulty installation including but not limited to violation of applicable state or local building codes.

While Robbins Inc. will do it's best to repair the Product or provide replacement Product that closely matches your original floor, due to the nature of the flooring, age and condition of the remaining existing floor, changes in manufacturing processes, and other conditions beyond Robbins Inc. control, Robbins Inc. will not guarantee exact matches in color, texture, gloss, etc.

Filing a Claim

Robbins Inc. wants you to be satisfied with your purchase, if you are not, first contact your flooring contractor where you purchased your Product. In many cases, they can answer your question and resolve your issue. Should it be necessary to file a claim, your contractor can begin that process for you.

If you have further questions, please contact us at:

Robbins Performing Arts
4777 Eastern Avenue
Cincinnati, OH 45226
800-831-8987

EXHIBIT C

Schedule of Charges

Materials:	\$18,075.69
Estimated Freight:	\$1,000.00
Labor:	\$12,050.46
Overhead & Profit:	\$5,492.85
TOTAL:	<u>\$36,619.00</u>

Fitness Room Flooring

April 15, 2024



Gaps between floor boards.



Marred floor with all floor boards separating.



Separating floor boards and damaged wood.



Damaged wood.



Warped wood.

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Adam Cripps, Assistant Director of Finance

SUBJECT: Authorization to Increase and Transact Under Existing Blanket Purchase Order for Fiscal Year 2023/24, Pursuant to NRS 332.115 and Board Policy 21.1.0 for Vendor US Foodservice, Inc., in the Amount of \$80,000 for an Updated Amount Not to Exceed \$559,500.

RELATED FY 2023 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 (21.1.0)

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees approve an increase to the fiscal year 2023/24 blanket purchase order for the following vendor: US Foodservice, Inc., in the amount of \$80,000 for an updated total not-to-exceed \$559,500.

II. BACKGROUND

June 28, 2023, Item F.2, the Board granted staff the authority to transact under blanket purchase orders under NRS 332.115 and Board Policy 21.1.0. At this time, the purchase order for US Foodservice, Inc. is approaching the originally set not-to-exceed limit of \$479,500. This is due to the unforeseen increase in the cost of goods. There is available budget to support the change order increase of \$80,000 in order to update the not-to-exceed limit to \$559,500.

III. FINANCIAL IMPACT AND BUDGET

There is no impact to the fiscal year 2023/24 budget.

IV. ALTERNATIVES

Without approval to increase the purchase order, the current not-to-exceed limit will likely be met within the next few weeks, resulting in staff no longer having the authority to continue to purchase goods from US Foodservice, Inc., which is one of the largest sources used by the Food and Beverage staff in order to continue operations.

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Set the Date/Time of June 12, 2024 at 6:00 p.m. for the Public Hearing to Implement Amendments to the Sewer and Water rates, as well as Adjustments to the Fee Schedule and to Publish the Notice in Accordance with the NRS 318.199 (Requesting Staff Member: Interim Public Works Director Kate Nelson)

RELATED FY 2023 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

Ordinance No. 2 – Sewer Ordinance
Ordinance No. 4 – Water Ordinance

DATE: April 24, 2024

I. RECOMMENDATION

Authorize Staff to Schedule a Public Hearing on June 12, 2024, to Discuss and Approve the Proposed Amendments to the Sewer and Water Rates, as well as Adjustments to the Fee Schedule and to Publish the Notice in Accordance with NRS 318.199.

II. BACKGROUND

The District provides water and sewer utility services through its Utility Fund (Fund 200). These utility operations are supported through target annual revenues each year, collected from utility customers based on Board approved rate schedules.

In 2023, a comprehensive five-year rate study was conducted by HDR

Engineering, Inc. and the rates for FY 2023/24 (year 1 of the rate study) were adopted by the Board of Trustees at the June 14, 2023, Board Meeting (Item G.3 moved to G.4). Subsequently, at the January 10, 2024, Board meeting (Item G.4), the Board requested staff bring back the previously adopted rate study's rate chart for approval of the proposed year 2 rates.

Attached to this memorandum are the rate structure tables from the rate study. These tables provide detailed information on the proposed year 2 (FY 2025) rates.

Following is the current fee schedule and the proposed fee additions and adjustments:

Current Fee Schedule		Proposed Change
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal	No change
Backflow Inspections - up to 1 hr labor	\$75/ per device - Repairs at cost	No change
Plan Check Fees	\$100/hour	No change
Inspection Fees	\$100/hour	No change
Upgraded Meter, Register or Transponder	Billed at cost	No change
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour	No change
Tampering with Equipment	\$100 minimum Repairs at cost	No change
Water Waste Penalty	\$100	No change
Hydrant Meter Rental Charges	\$1,150/deposit \$45/month	\$1,500 Deposit \$45/month
1" Meter Rental Charges	\$225/deposit \$20/month	\$230/deposit \$20/month
3/4" Meter Rental Charges	\$110/deposit \$15/month	\$140/deposit \$15/month
Bulk Water for Construction	\$2.02/per 1,000 gal	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500	No change
Returned Check Fee	\$25	No change
Posting Service Charge	\$20	No change

Mainline Tapping, if performed by IVGID	Cost plus 15%	No change
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Staff proposes the following additional fees to be included in the fee schedule:

- **Household Hazardous Waste (HHW) Disposal Storage Shed Fee: \$1.23**

This fee is necessary to cover the costs of replacing the HHW storage shed, which was not previously included in the rate study. This additional fee would be in effect for one fiscal year only. Ensuring adequate funding for the HHW program is essential to maintain environmental safety standards, protect Lake Tahoe source waters, protect the Water Resource Recovery Facility, and fulfill the District's commitment to responsible waste management practices.

- **Waste Management Bad Debt Fee: \$25.00**

Fee for customers for whom the District incurs bad debt for their Waste Management past due account over 120 days, as stipulated in the Waste Management franchise contract. This fee will cover the administrative costs associated with paying off the debt to Waste Management for the customer and subsequently collecting payment from that customer.

- **Compliance Appointment No-Show Fee: \$20.00**

Fee for customers who fail to attend compliance appointments (i.e. Backflow and inspections). This fee will cover administrative costs incurred due to scheduling, preparing and showing up for appointments that are not honored without sufficient notice.

Staff proposes the following adjustments to the fee schedule:

- **Bulk Water for Construction: \$2.15 /per 1,000 gal**

This adjustment will match the water use cost for all other customers.

- **Hydrant Meter Rental Charges: \$1,500 deposit / \$45 per month**

This adjustment is necessary to cover the latest cost of hydrant meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

- **1” Meter Rental Charges:** \$230 deposit / \$20 per month

This adjustment is necessary to cover the latest cost of meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

- **¾” Meter Rental Charges:** \$140 deposit / \$15 per month

This adjustment is necessary to cover the latest cost of meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

Schedule

The timeline for the proposed rate and fee schedule adoption is as follows:

Utility Rate Implementation Schedule	Date
Set Date of Public Hearing to Adopt New Utility Rates and Fee Schedule	April 24, 2024
Publish Notice of Public Hearing in Newspaper	May 9, 2024
Conduct Public Hearing and Adopt New Utility Rates and Fee Schedule	June 12, 2024
New Utility Rates and Fee Schedule Become Effective – Pending Approval	June 19, 2024

III. BID RESULTS

There are no bid results associated with this Memorandum.

IV. FINANCIAL IMPACT AND BUDGET

The water and sewer utility rates are recommended to increase to provide a combined revenue of approximately \$16.3 million (FY 2024/25) which is collected from the District’s water and sewer customers via monthly utility bills. Although the public works department generates revenue from various sources, it is important to note that the revenue mentioned here is solely derived from rates.

V. ALTERNATIVES

Not Applicable

VI. COMMENTS

The applicable Nevada Revised Statute for this Memorandum is NRS 318.199 Rates, tolls and charges for sewerage or water services or products: Schedules; public hearings; adoption of resolution; action to set aside resolution.

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.

VIII. ATTACHMENTS

- 1. Attachment 1 - 2023 Rate Study - IVGID Water Rate Structure Chart
- 2. Attachment 2 - 2023 Rate Study - IVGID Sewer Rate Structure Chart

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Attachment 1 – IVGID Water Rate Structure Chart

Source: Incline Village General Improvement District 2023 Water Sewer Rate Study (Pg. 92)

	<i>Present Rates</i>	<i>Proposed</i>				
		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Meter Fee						
3/4"	\$15.10	\$17.30	\$18.75	\$20.10	\$20.10	\$21.00
1"	25.22	28.89	31.31	33.57	33.57	35.07
1 1/2"	50.28	57.61	62.44	66.93	66.93	69.93
2"	80.48	92.21	99.94	107.13	107.13	111.93
3"	151.00	173.00	187.50	201.00	201.00	210.00
4"	251.72	288.39	312.56	335.07	335.07	350.07
6"	503.28	576.61	624.94	669.93	669.93	699.93
8"	805.28	922.61	999.94	1,071.93	1,071.93	1,119.93
10"	1,157.72	1,326.39	1,437.56	1,541.07	1,541.07	1,610.07
Capital Improvement Fee						
3/4"	\$15.10	\$15.10	\$18.23	\$20.92	\$24.85	\$23.35
1"	25.22	25.22	30.44	34.93	41.50	38.99
1 1/2"	50.28	50.28	60.70	69.66	82.76	77.74
2"	80.48	80.48	97.16	111.50	132.47	124.44
3"	151.00	151.00	182.29	209.19	248.53	233.46
4"	251.72	251.72	303.88	348.72	414.30	389.19
6"	503.28	503.28	607.59	697.22	828.35	778.14
8"	805.28	805.28	972.18	1,115.60	1,325.41	1,245.07
10"	1,157.42	1,157.72	1,397.65	1,603.84	1,905.48	1,789.97
Admin Fee	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
Defensible Space	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
Residential and Commercial Water Use						
Tier 1	\$1.95	\$2.15	\$2.15	\$2.22	\$2.22	\$2.29
Tier 2	3.12	3.44	3.44	3.55	3.55	3.66
Tier 3	3.64	4.01	4.01	4.14	4.14	4.27
Irrigation Water Use						
Tier 1	\$2.00	\$2.65	\$2.90	\$3.15	\$3.15	\$3.25
Tier 2	3.20	4.24	4.64	5.04	5.04	5.20
Tier 3	3.73	4.94	5.41	5.87	5.87	6.06

06/01/23

**Incline Village General Improvement District
Sewer Rate Study
Rate Structure - Alt 1**

	<i>Present</i>	<i>Proposed</i>				
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Residential						
Base Charge	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
Capital Improvement	31.45	31.45	31.45	31.45	31.45	31.45
Admin Fee	4.23	4.44	4.66	4.90	5.14	5.40
Multi-Family						
Base Charge	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
Capital Improvement	31.45	31.45	31.45	31.45	31.45	31.45
Admin Fee	4.23	4.44	4.66	4.90	5.14	5.40
Commercial						
<i>Base Charge</i>						
3/4"	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
1"	41.92	53.86	60.96	66.80	70.56	73.90
1 1/2"	83.58	107.39	121.55	133.20	140.69	147.35
2"	133.78	171.89	194.55	213.20	225.19	235.85
3"	251.00	322.50	365.00	400.00	422.50	442.50
4"	418.42	537.61	608.46	666.80	704.31	737.65
6"	836.58	1,074.89	1,216.55	1,333.20	1,408.19	1,474.85
8"	1,338.58	1,719.89	1,946.55	2,133.20	2,253.19	2,359.85
10"	1,923.92	2,472.61	2,798.46	3,066.80	3,239.31	3,392.65
<i>Capital Improvement</i>						
3/4"	\$31.45	\$31.45	\$31.45	\$31.45	\$31.45	\$31.45
1"	52.52	52.52	52.52	52.52	52.52	52.52
1 1/2"	104.73	104.73	104.73	104.73	104.73	104.73
2"	167.63	167.63	167.63	167.63	167.63	167.63
3"	314.50	314.50	314.50	314.50	314.50	314.50
4"	524.27	524.27	524.27	524.27	524.27	524.27
6"	1,048.23	1,048.23	1,048.23	1,048.23	1,048.23	1,048.23
8"	1,677.23	1,677.23	1,677.23	1,677.23	1,677.23	1,677.23
10"	2,410.64	2,411.27	2,411.27	2,411.27	2,411.27	2,411.27
<i>Admin Fee</i>	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
Sewer Use						
Residential	\$4.00	\$4.75	\$5.37	\$5.88	\$6.00	\$6.22
Multi-Family	4.00	4.75	5.37	5.88	6.00	6.22
Commercial	4.70	5.60	6.35	6.95	7.10	7.37

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss and Approve the Agreements for the Purchase of Laboratory Equipment - 2023/24 Capital Project Fund: Utilities; Division: Public Works Shared: Project #LE24200100 Lab Equipment/Expansion; Vendors: Orange County Medical Sales in the Amount of \$12,755.00, Thermo Electron North America LLC in the Amount of \$19,932.00, Thermo Electron North America LLC in the Amount of \$80,372.06 and Aqua Solutions in the Amount of \$7,498.95. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

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

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance No. 2: Sewer; Ordinance No. 4: Water; Purchasing Policy for Public Works 21.2.0.

DATE: April 24, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Make the Following Findings: IVGID's Purchase of the Following Laboratory Equipment: Autoclave from Orange County Medical Sales, UV-Vis from Thermo Electron North America LLC, Ion Chromatograph from Thermo Electron North America LLC, and Dionized Water System from Aqua Solutions are Exempt from Competitive Solicitation for the Following

- Reasons: NRS 332.115.1.(d); and,
2. Approve the Agreements for the Purchase of Laboratory Equipment - 2023/24 Capital Project Fund: Utilites; Division: Public Works Shared: Project #LE24200100 Lab Equipment/Expansion; Vendors:
 - a. Orange County Medical Services in the amount of \$12,755.00 (Autoclave)
 - b. Thermo Electron North America LLC in the amount of \$19,932.00 (UV-Vis Spectrophotometer)
 - c. Thermo Electron North America LLC in the amount of \$80,372.06 (Ion Chromatograph)
 - d. Aqua Solutions in the amount of \$7,498.95 (Dionized Water System)
 3. Direct the General Manager to Sign and Execute the Agreements.

II. BACKGROUND

The Public Works Laboratory is responsible for analyzing, tracking, and reporting all water and wastewater samples in accordance with EPA Drinking Water and NDEP Discharge Permit requirements. These samples are analyzed on a weekly, monthly, quarterly and yearly basis, depending on the constituents and requirements.

Two pieces of laboratory equipment are planned to replace existing pieces of equipment that have outlived their useful lives. The two pieces of equipment being replaced are the deionized water system and the autoclave. The original equipment has been in service for 23 years and 18 years respectively, and a reduction in quality of performance has been observed.

The two new pieces of equipment being proposed are an Ion Chromatograph and UV-Vis Spectrophotometer. The proposed purchase will allow staff to analyze additional required samples in-house and reduce the dependency on an outside laboratory. Currently, the tests performed by these two pieces of equipment are performed by an outside laboratory located in Sparks, Nevada and the District not only incurs the vendor's costs associated with performing the tests but also the staff time delivering the samples to Sparks. A few of the tests that staff will be able to perform in-house include: total nitrogen, Total Kjeldahl Nitrogen (TKN), nitrate/nitrite sampling, total phosphorus, chloride, ammonia, ortho-phosphorus, and bromate. These pieces of equipment are produced and sold in the United States, providing ease of servicing and/or repairs as needed.

III. BID RESULTS

The proposed purchase agreements are in compliance with the District's Purchasing Policy for Public Works 21.2.0 and NRS 332.115. These purchases are exempt from competitive solicitation requirements because the purchase is in accordance with NRS 332.115-1. Contracts which, by their nature, are not

adapted to award by a competitive solicitation, including contracts for: (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.

The proposed purchase agreements are also in compliance with NRS 80.015 and 80.055, in reference to purchasing equipment from companies outside the State of Nevada.

IV. FINANCIAL IMPACT AND BUDGET

The District's Capital Improvement Program Budget for the Shared Utility Fund in FY 2023/24 includes funding of \$250,000 for the purchase of laboratory equipment and expansion. The life expectancy of the new lab equipment is 15–20 years. The annual cost savings, resulting from the elimination of the need for Wetlab testing and the reduction in staff handling time, is approximately \$36,000.

V. ALTERNATIVES

The District Board of Trustees may defer or delay the purchase of the laboratory equipment.

VI. COMMENTS

The purchase orders and agreements have been reviewed and approved by the District's 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.

VIII. ATTACHMENTS

1. Agreement PO - OCMS - Tuttnauer Benchtop Sterilizer
2. Agreement PO - Thermo - UV VIS
3. Agreement PO - Thermo Electron - Integrion RFIC
4. Agreement PO - Aqua Solutions - DI System

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES


ACCOUNT NO.	REQ. NO.	PURCHASE ORDER NO. Order Date: Delivery By: Buyer: Kaylen Prior, Chief Chemist Phone Number: 775-298-9210 E-mail: krp@ivgid.org
CONTRACTOR Orange County Medical Sales (OCMS) 32 Via Candelaria Trabuco Canyon, CA 92679 Attn: Bill McCabe Phone: 949-709-5750 Email: ocms@pacbell.net		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Phone: 775-832-1214 Email: jey@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

Services:

- The Incline Village General Improvement District (IVGID) agrees to purchase a new Tuttnauer LABSCI 11L Benchtop Sterilizer for solids and liquids, item #LABSCI-11L. This item will have an 11"x19.8" chamber and run on 220v-240v power.

Price: \$12,755.00 including shipping.

OWNER: INCLINE VILLAGE G. I. D. <u>Agreed to:</u> By: _____	CONTRACTOR: <u>Agreed to:</u> By: 
Bobby Magee General Manager _____ <i>Date</i>	<i>Signature of Authorized Agent</i> W.S. MCCABE <i>Print or Type Name and Title</i> 4/8/2024 <i>Date</i>
<u>Reviewed as to Form:</u> _____ <i>Date</i>	
Sergio Rudin District General Counsel _____ <i>Date</i>	

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.
2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.
3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.
4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.
5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.
6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action.
7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.
8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.
9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.
10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.
11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.
12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.
13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.
14. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

End of Purchase Order

OCMS

Orange County Medical Sales
32 Via Candelaria
Trabuco Canyon, CA 92679
(949) 709-5750 Fax: (949) 709-5738
E-Mail: ocms@pacbell.net

Authorized Welch Allyn, ZOLL Medical & Tuttnauer USA Distributor

February 26, 2024

To: Kaylen Prior – Incline Village General Improvement District

Re: Quote for Tuttnauer LABSCI 11L Benchtop Autoclave

Hi Kaylen!

This quote is for April 15, 2024 and through July 31, 2024. It is for a new Tuttnauer LABSCI 11L Benchtop Sterilizer for Solids and Liquids. We are an Authorized Tuttnauer USA Distributor and pleased to offer you the following:

Description: Tuttnauer LABSCI 11L Benchtop Sterilizer for Liquids and Solids.
11" X 19.6 " Chamber Size; 220v power required.
Item # LABSCI11L
Regular Price): \$13,555.00 includes shipping.
Your Price: \$12,755.00 includes shipping.

No charge for shipping.

Warranty: 2-Year Parts and Labor.

Terms: Net 30 days.

Delivery: Up to 30 days from the receipt of your order.

Quotation begins April 15, 2024 through July 31, 2024.

Thank you for your consideration! Please call us if you have questions (949) 709-5750.

Sincerely,

Bill
W. S. McCabe
General Manager

ACCOUNT NO.	REQ. NO.	PURCHASE ORDER NO. Order Date: Delivery By: Buyer: Kaylen Prior, Chief Chemist Phone Number: 775-298-9210 E-mail:krp@ivgid.org
CONTRACTORS Thermo Electron North America LLC 5225 Verona Road Madison, WI 53711 Attn: Alexander James Phone: 916-753-4884 Email: alexander.james@thermofisher.com		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Phone: 775-832-1214 Email: jey@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

Services:

- The Incline Village General Improvement District (IVGID) agrees to purchase an Evolution One UV-VIS System, comprised of each and all of the following components:

Part Number	Description	Price Quoted
840-341400	Evolution One UV-Vis	\$9,000
701-059090	Factory Warranty Onsite Conversion, Evolution One/One Plus (Qty. 2)	\$3,586.00
701-059083	Unity Extended Warranty Evolution One/One Plus Onsite Svcs.	\$4,576.00
701-061068	Evolution One Series Installation	\$1,943.00
331742-000	Rec Quartz Cell Lidded 10 mm – 8.5 and 15 mmZ, matched set of 2	\$702.00
	Shipping	\$125.00
Total Package:		\$19,932.00

SIGNATURES ON FOLLOWING PAGE

OWNER: INCLINE VILLAGE G. I. D.	CONTRACTOR:
<u>Agreed to:</u>	<u>Agreed to:</u>
By:	By:
Bobby Magee General Manager	Digitally signed by Kadija Locklear
	<small>Signature of Authorized Agent</small> Kadija
	<small>Print or Type Name and Title</small> Locklear
	Date: 2024.04.09 12:03:25 -04'00'

Note: If you are purchasing analytical instruments such as chromatography, mass spectrometry, trace elemental analysis and/or lab automation products and related services from Thermo Electron North America LLC, whose name would appear on your order documents as the Seller, and your quotation for these products and services contains a link to Terms and Conditions of Sale for Products and Services, these are the terms apply to your order.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** ("Seller") hereby offers for sale to the buyer named on the face hereof ("**Buyer**") the products ("**Products**") and/or annual support plans ("**Support Plan(s)**") and billable services ("**Technical Support**") [Support Plans and Technical Support may be referred to collectively as "**Services**"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("**Agreement**"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained

herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller and as set forth in Exhibit A, Sales Quotation, incorporated herein and made a part hereof by this reference; or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) Work Time – shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.

(b) Travel Time – shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) Standby Time – shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) Standard Rate – the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) Overtime Rate – if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16)

hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) Double Time Rate – the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. PRODUCT DELIVERY. All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or

to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. B. CANCELLATION OR CHANGES BY BUYER If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at . Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. DELIVERY OF SERVICES. Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the

materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. TITLE AND RISK OF LOSS. Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer when the Products are transferred to Buyer at Buyer's facility; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Seller during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. WARRANTIES. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "**Warranty Period**"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("**Indemnified Items**") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful

misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) 1.5 TIMES THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively “Items”), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof

as covered under a Support Plan ("**Covered Equipment**") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "**Support Service(s)**"). The Support Services will only be valid for Covered Equipment within , Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("**Normal Hours**") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("**Term**"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("**Renewal**"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

I. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). Seller will include a waiver of subrogation, except this waiver shall not extend to claims of Buyer negligence or willful misconduct. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be

governed by and construed in accordance with the laws of the State of Nevada, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Washoe, Nevada U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, except to the extent necessary to comply with Buyer's legal obligations as a public agency. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability

Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

Updated August 1, 2020

Thermo Electron North America LLC
 a division of Thermo Fisher Scientific



Create Date	Quote No.	Exp. Delivery Time
5/19/2024	NF010924	expires 5-31-24
Contact Info		Phone No.
Payment Terms		Valid To
Net 30 days upon invoice date		
Inco 1	Inco 2	Shipping Method
Origin-Prepay and add	PREPAY AND ADD	Vendor Preference
Submitted To:		

Please issue your PO to:

Thermo Electron North America LLC
 525 Verona Road
 Madison, WI 53711 or
 1400 NorthPoint Pkwy
 West Palm Beach, FL 33407
 FEIN: 43-1962201
 DUNS: 13638090

Include a copy of your tax exemption certificate if claiming exempt status on your PO

Name Kaylen Prior
Company IVGID
Address1 1230 Sweetwater Road
Address2
City St Zip Incline Village, Nevada 89451

Tel: kmp@ivgid.org
 (775) 298-9210 (mobile)
 (775) 832-1288 (lab)

800-532-4752
 412-200-6542
uvn.cm@thermofisher.com

This order is subject to instructions and Thermo Electron North America LLC terms & conditions on the last page

Item	Quantity	Material No.	Description	Unit Price	Total Price
1	1	840-341400	<u>Evolution One UV-Vis</u>	\$ 9,000.00	\$9,000.00
2	2	701-059090	Factory Warranty Onsite Conversion - Evolution One/One Plus	\$ 1,793.00	\$3,586.00
3	1	701-059083	<u>Unity Extended Warranty Evolution One/One Plus Onsite Service</u>	\$ 4,576.00	\$4,576.00
4	1	701-061058	<u>Evolution One Series Installation</u>	\$ 1,943.00	\$1,943.00
5	1	331742-000	<u>Rec Quartz Cell Lidded 10 mm</u> ~ 8.5 and 15 mmZ, matched set of 2	\$ 702.00	\$702.00
			Estimated Shipping	\$125	\$125
				SubTotal:	\$19,932.00
				Less Discount:	\$0.00
				System Total:	\$19,932.00

ACCOUNT NO.	REQ. NO.	PURCHASE ORDER NO. Order Date: Delivery By: Buyer: Kaylen Prior, Chief Chemist Phone Number: 775-298-9210 E-mail:krp@ivgid.org
CONTRACTOR Thermo Electron North America LLC 5225 Verona Road Madison, WI 53711 Attn: Alexander James Phone: 916-753-4884 Email: alexander.james@thermofisher.com		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Phone: 775-832-1214 Email: jey@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

Services:

- The Incline Village General Improvement District (IVGID) agrees to purchase a Dionex Integrion RFIC System, comprised of each and all of the following components:

Part Number	Description	Price Quoted
22153-60303	Integrion, RFIC, DEGAS, Oven. Full Integrion system, including HPIC Pump, 6-port injection valve, 25 µL injection loop, 2 L eluent bottle, one electrolytic power outlet (for suppressor), low-pressure eluent degasser, high pressure RFIC-EG degasser, and an additional two electrolytic power outlets (for eluent generation).	\$44,100.00
068907	AS-DV Autosampler	\$10,600
7350.0104A	CM License Code: New	\$.01
7100.0108	Chromeleon Single Edition	\$4,600.00
7200.0850-ICSP	PC, XE4, 2x512SSD, 32GB, i7, W10, RoHS	\$2,480.00
071664	Monitor, Dell, 24", RoHS	\$554.00
960708	Cable, 3-cond., line cord, US, RoHS (Qty. 2)	\$27.80
038677	Service, Install, Appl., DX-SPRT, Day	\$.01
22153-62038	Prod. VLV, 3-Way, Pump, ITGN. This option replaces the Integrion eluent shutoff valve with a 3-way valve, giving the ability to switch eluent sources. However, the eluent shutoff ability is removed	\$666.00
702-026102	2-day IC Course at TI Location	\$6,600.00
075778	Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	\$2,000.00
088662	Dionex CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems	\$1,480.00

Continued...

Part No.	Description	Price Quoted
083223	COL,IP,AS19,4UM,2X250MM. The Dionex IonPac AS19-4µm column is a high-capacity, hydroxide-selective column for determination of oxyhalides and inorganic anions in diverse matrices. It meets or exceeds the requirements specified in U.S. EPA Methods 300.0 (B) and 300.1 (B).	\$1,810.00
083225	COL,IP,AG19,4UM,2X50MM. The Dionex IonPac AG19-4µm guard column is optimized for use with the Dionex IonPac AS19-4µm column.	\$593.00
08667CMD	ADRS600, 2MM, CMD	\$1,350.00
062986	Dionex™ CRD 200 (2 mm) Carbonate Removal Device	\$1,100.00
038141	PolyVials and Filter Caps (20 µm), 250 each, for 5.0 mL vials (Qty. 2)	\$272.00
303173	PRD, RGNT, STD, NINE ANION, 50 ML	\$264.00
701-086201	YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY (Qty. 2)	\$.02
701-055805	Yr 2 or 3 Extended Warranty - Integrion RFIC, no Detector (Qty. 2) <ul style="list-style-type: none"> Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquires 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty	\$11,896.00
701-016800	Yr 2 or 3 Extended Warranty - AS-DV for 5.0ml vials (Qty. 2) <ul style="list-style-type: none"> Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquires 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty	\$2,204.00
Dionex Integrion RFIC System Subtotal:		\$92,606.84
Dionex Integrion RFIC System Discount:		-\$12,930.78
Dionex Integrion RFIC System Total:		\$79,676.06
Shipping		\$696.00
Total Package:		\$80,372.06

OWNER: INCLINE VILLAGE G. I. D. <u>Agreed to:</u> By:	CONTRACTOR: <u>Agreed to:</u> By:
Bobby Magee General Manager <hr/> <i>Date</i>	Digitally signed by Kadija Locklear Date: 2024.04.09 08:51:17 -04'00' <hr/> <i>Date</i>
<u>Reviewed as to Form:</u> 	
Sergio Rudin District General Counsel <hr/> <i>Date</i>	

Note: If you are purchasing analytical instruments such as chromatography, mass spectrometry, trace elemental analysis and/or lab automation products and related services from Thermo Electron North America LLC, whose name would appear on your order documents as the Seller, and your quotation for these products and services contains a link to Terms and Conditions of Sale for Products and Services, these are the terms apply to your order.

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** ("Seller") hereby offers for sale to the buyer named on the face hereof ("**Buyer**") the products ("**Products**") and/or annual support plans ("**Support Plan(s)**") and billable services ("**Technical Support**") [Support Plans and Technical Support may be referred to collectively as "**Services**"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("**Agreement**"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products

and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller and as set forth in Exhibit A, Sales Quotation, incorporated herein and made a part hereof by this reference; or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) Work Time – shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.

(b) Travel Time – shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) Standby Time – shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) Standard Rate – the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) Overtime Rate – if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours

per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) Double Time Rate – the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. PRODUCT DELIVERY. All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or

to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. B. CANCELLATION OR CHANGES BY BUYER If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefore. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at . Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. DELIVERY OF SERVICES. Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the

materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. TITLE AND RISK OF LOSS. Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer when the Products are transferred to Buyer at Buyer's facility; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Seller during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. WARRANTIES. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "**Warranty Period**"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefore at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("**Indemnified Items**") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful

misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) 1.5 TIMES THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively “Items”), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof

as covered under a Support Plan ("**Covered Equipment**") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "**Support Service(s)**"). The Support Services will only be valid for Covered Equipment within , Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("**Normal Hours**") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("**Term**"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("**Renewal**"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

I. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). Seller will include a waiver of subrogation, except this waiver shall not extend to claims of Buyer negligence or willful misconduct. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be

governed by and construed in accordance with the laws of the State of Nevada, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Washoe, Nevada U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, except to the extent necessary to comply with Buyer's legal obligations as a public agency. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability

Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

Updated August 1, 2020

End of Purchase Order

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	1
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 31, 2024
Company Name		Customer Name	
Incline Village General Improvement District		Kaylen Prior	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Customer Info:

Customer Name: Kaylen Prior
Company Name: Incline Village General Improvement District
Address: 1250 Sweetwater Rd
Incline Village Nevada 89451
United States
Phone: (775)298-9210
Email: krp@ivgid.org

Sales Contact Info:

Contact Name: Rhonda Oesterle
Phone: +1 (760) 815-2822
Email: rhonda.oesterle@thermofisher.com

Integrion RFIC for EPA 300

Item	Description	Unit Price	Qty	Total Price
1.1	22153-60303 PROD,INTEGRION, RFIC, DEGAS, OVEN Full Integrion system, including HPIC Pump, 6-port injection valve, 25 µL injection loop, 2 L eluent bottle, one electrolytic power outlet (for suppressor), low-pressure eluent degasser, high pressure RFIC-EG degasser, and an additional two electrolytic power outlets (for eluent generation). The Column Oven provides precise temperature control over a wide temperature range with fast heat-up times. This supports all standard bore and microbore guard and separator column sizes, in addition to single and dual valve configurations. The forced air, in-line temperature control stabilizes operating conditions and reduces temperature gradients to ensure consistent separations. • Ensure analytical reproducibility • Optimize separation to increase result accuracy Consumables Tracking enables tracking and monitoring of performance and usage across all consumables to enable proactive maintenance and replacement. • Ensure correct setup and initial performance • Evaluate laboratory expenditure and usage • Monitor consumables for optimal performance Eluent Generation generates high-purity eluents on-line, ensuring perfectly consistent performance. With eluent generation, gradient separations can be as easy as isocratic applications. • Increased sensitivity with a reduced background • Reduce pump maintenance • Reduce errors with no manual preparation • Ensure analytical reproducibility • Easily run complex and simple gradient separations	\$44,100.00	1	\$44,100.00
1.3	068907 PROD,AS-DV AS-DV Autosampler	\$10,600.00	1	\$10,600.00
1.10	7350.0104A CM LICENSE CODE: NEW	\$0.01	1	\$0.01

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	2
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 31, 2024
Company Name		Customer Name	
Incline Village General Improvement District		Kaylen Prior	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
	Required for all new Chromeleon 7.3 or later installations and includes: • New license Code • Installation media • Chromeleon box			
1.11	7100.0108 CHROMELEON SINGLE EDITION (SE)	\$4,600.00	1	\$4,600.00
	Provides one client and enables control of one Thermo Scientific instrument and: • includes Instrument Controller, Class 1 Instrument license, Data Client, Instrument Operation, Report Designer Pro and Fraction Collection • must be ordered with 7050.0104A or one of its variants • can only be used for Workstation installations			
1.12	7200.0850-ICSP PC,XE4,2x512SSD,32GB,i7,W10,RoHS	\$2,480.00	1	\$2,480.00
1.13	071664 MONITOR,DELL,24 IN,RoHS	\$554.00	1	\$554.00
1.14	960708 CBL,3COND,LINE CORD,US,RoHS Power Cord US	\$13.90	2	\$27.80
1.16	038677 SVC,INSTAL,APPL,DX-SPRT,DAY	\$0.01	1	\$0.01
1.20	22153-62038 PROD, VLV, 3-WAY, PUMP, ITGN This option replaces the Integrion eluent shutoff valve with a 3-way valve, giving the ability to switch eluent sources. However, the eluent shutoff ability is removed	\$666.00	1	\$666.00
1.22	702-026402 2 DAYS IC ONSITE SUPPORT	\$6,600.00	1	\$6,600.00
1.4	075778 Dionex EGC 500 KOH Cartridge Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	\$2,000.00	1	\$2,000.00
1.5	088662 Dionex CR-ATC 600 Trap Column	\$1,480.00	1	\$1,480.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	3
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 31, 2024
Company Name		Customer Name	
Incline Village General Improvement District		Kaylen Prior	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
1.6	Dionex™ CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems 083223 PROD,COL,IP,AS19,4UM,2X250MM	\$1,810.00	1	\$1,810.00
	The Dionex IonPac AS19-4µm column is a high-capacity, hydroxide-selective column for determination of oxyhalides and inorganic anions in diverse matrices. It meets or exceeds the requirements specified in U.S. EPA Methods 300.0 (B) and 300.1 (B). Compared to the standard Dionex IonPac AS19 column, this column uses smaller resin particles for more efficient separations resulting in more accurate peak integration and more reliable results. A high-pressure IC system is required to operate this column under standard conditions.			
1.7	083225 PROD,COL,IP,AG19,4UM,2X50MM	\$593.00	1	\$593.00
	The Dionex IonPac AG19-4µm guard column is optimized for use with the Dionex IonPac AS19-4µm column.			
1.8	088667CMD PROD,ADRS600,2MM,CMD	\$1,350.00	1	\$1,350.00
1.9	062986 Dionex CRD 200 (2mm) Dionex™ CRD 200 (2 mm) Carbonate Removal Device	\$1,110.00	1	\$1,110.00
1.15	038141 PolyVials+Filter Caps, 250 each, 5mL PolyVials and Filter Caps (20 µm), 250 each for 5.0 mL vials	\$136.00	2	\$272.00
1.17	303173 PROD,RGNT,STD,NINE ANION,50ML	\$264.00	1	\$264.00
1.2	701-086201 YEAR 2 AND 3 IC/SP PARTS ONLY WARRANTY Factory warranty for service parts required to perform repairs during years 2 and 3 after the date of instrument installation	\$0.01	2	\$0.02
1.18	701-055805 Yr 2or3 Ext War Integrion w/RFIC no Det Yr 2 or 3 Extended Warranty - Integrion RFIC, no Detector**	\$5,948.00	2	\$11,896.00

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 31, 2024
Company Name		Customer Name	
Incline Village General Improvement District		Kaylen Prior	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
5225 Verona Road
Madison WI 53711

1400 Northpoint Parkway
West Palm Beach FL 33407

Item	Description	Unit Price	Qty	Total Price
1.19	701-016800 Yr 2or3 Ext War AS-DV Yr 2 or 3 Extended Warranty - AS-DV for 5.0ml vials	\$1,102.00	2	\$2,204.00
	<ul style="list-style-type: none"> Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquires 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty			
	<ul style="list-style-type: none"> Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3. On-site corrective maintenance visits including labor and travel with a target of three (3) business day on-site response time (see note) Annual Preventive Maintenance visit and a standard Preventive Maintenance Kit Priority status for technical support telephone inquires 10% Loyalty discount on parts, accessories, and consumables (may not be available in all regions) Note: Parts are covered by Factory Warranty			

Dionex Integrion RFIC System Subtotal: \$92,606.84
Dionex Integrion RFIC System Discount : - \$12,930.78
Dionex Integrion RFIC System Total: \$79,676.06

Quote Subtotal: \$92,606.84
Promotions / Discounts: - \$12,930.78
Quote total less discounts: \$79,676.06

Shipping: \$696.00
Quotation Totals: \$80,372.06

Sales tax exemption/resale certificates or direct pay permits must be provided with the order documents, if applicable. If valid sales tax exemption documentation is not provided, buyer shall pay all applicable federal, state and local taxes in addition to the price stated on this quotation.

Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	5
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	May 31, 2024
Company Name		Customer Name	
Incline Village General Improvement District		Kaylen Prior	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC
 5225 Verona Road
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 West Palm Beach FL 33407

Please see below for monthly payment options and contact financialservices@thermofisher.com or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **\$80,372.06**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	\$2,976.18	\$2,198.18	\$1,623.52	\$1,392.85
\$1.00 Purchase Option:	\$3,511.46	\$2,399.11	\$1,840.52	\$1,510.19
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

Fair Market Value (FMV) Purchase Option

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

\$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

Options / Recommendations

Item	Description	Unit Price	Qty	Total Price
1.21	701-061195 Fact Warr PM- Integrion RFIC no Det w/AS • Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit	\$5,639.00	1	\$5,639.00

Options Total: \$5,639.00

Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00655429	1.01	March 12, 2024	6
Lead Time	Payment Terms		Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		May 31, 2024
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC
 5225 Verona Road
 Madison WI 53711

1400 Northpoint Parkway
 West Palm Beach FL 33407

To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC
 5225 Verona Road
 Madison WI 53711

Thermo Electron North America LLC
 or
 1400 Northpoint Parkway
 West Palm Beach FL 33407

Complete System Orders:

Fax: 412-200-6542

e-mail: usmadorderprocessing@thermofisher.com

Parts or Service Orders:

Fax: 877-680-2565

e-mail: USMAD.ServiceOE.PO@thermofisher.com

Notes:

- Items marked with an asterisk (*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD


ACCOUNT NO.	REQ. NO.	PURCHASE ORDER NO. Order Date: Delivery By: Buyer: Kaylen Prior, Chief Chemist Phone Number: 775-298-9210 E-mail: krp@ivgid.org
CONTRACTOR Aqua Solutions 8 Old Burnt Mountain Road Jasper, GA 30143 Attn: Kathy Bunting Phone: 706-692-9200 Email: mail@aquaa.com Contractor's Quotation #: 20247756		INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood Phone: 775-832-1214 Email: jey@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

Services:

- The Incline Village General Improvement District (IVGID) agrees to purchase the following water purification products:
 - Part No. 2121BL – T1 DI System W/UF & Low TOC UV - \$6,690.00
 - Part No. 2713M1L – Low TOC Purification Kit - \$610.00.
 - Shipping, Handling, and Insurance - \$198.95

Price: \$7,498.95

OWNER: INCLINE VILLAGE G. I. D.	CONTRACTOR:
<u>Agreed to:</u>	<u>Agreed to:</u>
By:	By: 
Bobby Magee General Manager	Signature of Authorized Agent
	Duane Papp Print or Type Name and Title
Date	4-11-24 Date
<u>Reviewed as to Form:</u>	
Sergio Rudin District General Counsel	
Date	

PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.
2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.
3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.
4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.
5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.
6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action.
7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor's employees from exercising available rights under the DISTRICT's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the DISTRICT in accordance with the Whistleblower Policy.
8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.
9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.
10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.
11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.
12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.
13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.
14. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

End of Purchase Order

BOARD OF TRUSTEES LONG RANGE CALENDAR

May 8, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 04/26; all memos materials due in by 04/30 GM Venue Report Due; Packet out on 05/01; agenda posted no later than 8:45 a.m. on 05/03</i>
PW	Report: Beach House Project Update
PW	Report: Close Out Project Reports from monthly report (GMP #1; Diamond Peak Kitchen etc)
PW	Agreement: Survey Tennis Center – Odyssey (\$19,200)
Finance	Review Board Policy 8.1.0 – Capitalization of Fixed Assets
GM	Review Pricing Practice 6.2.0
LEGAL	Review Free Speech Policy 136
P&R	Review and Discuss Ordinance 7 revisions and Recommendations
P&R	Recommended Rates for the Rec. Fee/ Tennis/ Pickle-Ball
P&R	Consideration of a Donation to Red White and Tahoe Blue
PW	Agreement: Professional Services for Rec Center HVAC Replacement
	Review and Discuss - PRR Log Direction

Special May 20, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 05/07; all memos materials due in by 05/09; Packet out on 05/10; agenda posted no later than 8:45 a.m. on 05/06</i>
Finance	Public Hearing Recommended District Budget

BOARD OF TRUSTEES LONG RANGE CALENDAR

May 29, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 05/17; all memos materials due in by 05/21; Packet out on 05/22; agenda posted no later than 8:45 a.m. on 05/24</i>
PW	Report: Beach House Project Update
P&R	Annual Update from the Parasol Foundation
P&R	Annual Update from the Incline Tahoe Foundation
P&R	Report: Update non-profit discounted use of Venues “1895 Report”
ADMIN	Report: Fire Protection District (per Contract) Documented Plan for upcoming Season)
Finance	Public Hearing: Adoption of final budget
P&R	Resolution to adopt Rec. Roll (to Send to Washoe County)
GM	Marcus Faust Agreement (Legal Counsel)
P&R	Public Hearing: to Adopt Ordinance 7 revisions and recommendations
PW	Easement: SPS #5 Easement

June 12, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 05/31; all memos materials due in by 06/04 GM Venue Report Due; Packet out on 06/05; agenda posted no later than 8:45 a.m. on 06/07</i>
PW	Report: Beach House Project Update
FINANCE	Report: Indebitness Report and 5 year CIP
PW	Public Hearing: Reccommended Amendments to the Sewer and Water fee schedule

June 26, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 06/14; all memos materials due in by 06/18; Packet out on 06/19; agenda posted no later than 8:45 a.m. on 06/21</i>
Board Chair	Review board goals for the year
PW	Report: Beach House Project Update

July 10, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 06/28; all memos materials due in by 07/02 GM Venue Report Due; Packet out on 07/03; agenda posted no later than 8:45 a.m. on 07/05</i>
PW	Report: Beach House Project Update

July 31, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i>
IT	IT Server Purchase
PW	Report: Beach House Project Update

August 14, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/02; all memos materials due in by 08/06; Venue Status Reports Due in folder by 08/07; Packet out on 08/08; agenda posted no later than 8:45 a.m. on 08/09</i>
PW	Report: Beach House Project Update

BOARD OF TRUSTEES LONG RANGE CALENDAR

August 28, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/16; all memos materials due in by 08/20; Packet out on 08/22; agenda posted no later than 8:45 a.m. on 08/23</i>
PW	Report: Beach House Project Update

September 11, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/30; all memos materials due in by 09/03; Venue Status Reports are Due in Folder 09/04; Packet out on 09/05; agenda posted no later than 8:45 a.m. on 09/06</i>
PW	Report: Beach House Project Update
FINANCE	Carry Forward

September 25, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 09/13; all memos materials due in by 09/17; Packet out on 09/19; agenda posted no later than 8:45 a.m. on 09/20</i>
PW	Report: Beach House Project Update

October 9, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 09/27; all memos materials due in by 10/01; Venue Status Reports Due in folder by 10/02: Packet out on 10/03; agenda posted no later than 8:45 a.m. on 10/04</i>

BOARD OF TRUSTEES LONG RANGE CALENDAR

PW	Report: Beach House Project Update
Finance	1 st Quarter Est. Acc.

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	DPSEF continues to have discussion amongst themselves about this item	
Unknown	Next step on Diamond Peak parking lot/Ski Way Staff added reminder	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board

BOARD OF TRUSTEES LONG RANGE CALENDAR

				review in December
2/8/23	Capitalization Policy 8.1	Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	GM Bandelin		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
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	02/14/2024 To be removed
05/25/23	Family Tree (Ordinance 7 Review)	Trustee Schmitz		Adia Presentation?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
11/21/2023	Strategic Plan update	GM Magee		
12/13/2023	Consolidate advisory Meeting Minutes	Trustee Tonking		
07/12/2023	Waste Management	Trustee Schmitz		
	Capital Investment Committee Policy Updates		Update on the Capitalization Policy (old policies 12.1, 13.1 and practice 13.2 – combined into new policy 8.1) Moss Adams Recommendations related to these policies	
03/22/2024	Ordinance 7 Reports	REC/ IT		By Feb 2025 On Calendar for May 8, & 29 2024
03/22/2024	Marcus Faust Contract Renewal	GM Magee		By March 2025 On Calendar for May 29, 2024
03/22/2024	Report: Tax Delinquencies for Cards to be shut-off	Finance		
03/25/2024	Space Planning	GM		
03/25/2024	Policy 136 Update - Expression	GM		
04/08/2024	Capitalization Policy Update	Finance		
04/10/2024	Tax Delinquencies Report	Finance		
04/10/2024	Dog Park Survey	Rec Center		
04/10/2024	Rec. Center Projects and Budget & Planing	Trustee Tulloch	Defered Maintenance and compiled Projects and Long Range Plan/ Projection for Rec. Center	
04/10/2024	Forensic Audit Results	GM		
04/10/2024	Vacation Accrual Policy	HR/ GM		
04/10/2024	Utility Rate Study	PW		
04/10/2024	Review of All Pendng Contracts to be reviewed ?	Trustee Schmitz		