



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at **4:00 p.m.** on **Wednesday, March 31, 2021** in the Boardroom at 893 Southwood Boulevard, Incline Village, Nevada.

In compliance with State of Nevada Executive Department, Declaration of Emergency Directives 006, 016, 018, 021, 026, and 029, this meeting is closed to the public and attendance is limited to members of the Board of Trustees and essential staff. Public comment is allowed and the public is welcome to make their public comment either via e-mail (please send your comments to info@ivgid.org by 2:00 p.m. on Wednesday, March 31, 2021) or via telephone (the telephone number will be posted to our website on the day of the meeting).

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

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

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

-OR-

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

- E. DISTRICT STAFF UPDATES (*for possible action*)
 - 1. District General Manager Indra Winqest – **pages 4 - 8**
- F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – **page 9**
- G. DISTRICT GENERAL COUNSEL UPDATE (*for possible action*)
 - 1. District General Counsel Joshua Nelson – Mark Smith vs IVGID: Case No. CV18-01564
- H. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.
 - 1. Treasurers Report (*for possible action*)
 - A. Payment of Bills (*for possible action*) (*For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy*)
- I. CONSENT CALENDAR (*for possible action*) (*In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to budget, user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section. Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the General Business section of the meeting. A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.*)

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

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NOTICE OF MEETING

Agenda for the Board Meeting of March 31, 2021 - Page 2

1. Review, discuss, and possibly approve authority to contract with Jacobs Engineering in the amount of not-to-exceed \$120,000 for the purposes of mitigating an identified imperfection in the District's SCADA system (Requesting Staff Member: Director of Information Technology Mike Gove) – **page 10**

J. GENERAL BUSINESS (*for possible action*)

1. Review, discuss and possibly award a Procurement Contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 Capital Improvement Project: Fund: Community Service; Division: Ski; Project #3468RE0002; Vendor: Salomon in the amount of \$264,840.48 (Requesting Staff Member: Diamond Peak Ski Resort General Manager Mike Bandelin) – **pages 11 - 112**
2. Review, discuss and possibly approve a Procurement Contract for the Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms; 2020/2021 Capital Improvement Project: Fund: Community Services; Program: Ski; Project #3499OE1205; Vendor: Pacific Crest Uniform Company dba Mountain Uniforms in the amount of \$92,460 (Requesting Staff Member: Diamond Peak Ski Resort General Manager Mike Bandelin) – **pages 113 - 170**
3. Review, discuss and possibly award Emergency Construction Contracts for Reconstruction of Sewer Pump Station #13 – Fund: Utilities; Vendor: San Joaquin Electric in the amount of \$89,500 and Burt and Burt, Inc. in the amount of \$14,000 (Requesting Staff Member: Engineering Manager Nathan Chorey) – **pages 171 - 193**
4. Review, discuss and possibly approve Golf Play Pass rate structure, Daily Green fees and Range fee rates for the Incline Village Golf Courses 2021 (Requesting Staff Member: Director of Community Services/Golf Darren Howard) – **pages 194 - 203**
5. Review, discuss and possibly approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings (Requesting Staff Member: Director of Community Services/Golf Darren Howard) – **pages 204 - 210**
6. Review, discuss and possibly approve a retainer of \$10,000 to Erickson, Thorpe & Swainston, LTD. for legal services in Mark Smith v. IVGID Case No. CV18-01564 under the rates and other terms and conditions set forth in the parties' existing engagement agreement (Requesting Staff Member: District General Manager Indra Winquest) – **page 211**

K. APPROVAL OF MINUTES (*for possible action*)

1. Meeting Minutes of February 24, 2021 – **pages 212 - 242**
2. Meeting Minutes of March 10, 2021 – **pages 243 - 305**
3. Meeting Minutes of March 24, 2021 – **pages 306 - 321**

L. REPORTS* (*Reports are intended to inform the Board and/or public*)

There are no Reports for this agenda.

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

N. ADJOURNMENT (*for possible action*)



NOTICE OF MEETING

Agenda for the Board Meeting of March 31, 2021 - Page 3

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday March 26, 2021 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of March 31, 2021) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

1. IVGID Anne
2. Incline Village
3. Crystal Bay Post
4. Raley's Shopping
5. Incline Village
6. IVGID's
7. The Chateau at Incline Village

SUSPENDED – STATE OF NEVADA EXECUTIVE DEPARTMENT, DECLARATION OF EMERGENCY, DIRECTIVES 006, 016, 018, 021, 026, AND 029.

Vorderbruggen Building (Administrative Offices)
Post Office
Office
Center
Branch of Washoe County Library
Recreation Center

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

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

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

IVGID'S agenda packets are now available at IVGID's web site, www.yourtahoepace.com; go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.

**NRS 241.020(2) and (10): 2. Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting ...10. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: (a) Disasters caused by fire, flood, earthquake or other natural causes; or (b) Any impairment of the health and safety of the public.*

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of March 31, 2021

DATE: March 24, 2021

General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Effluent Pond Lining Project Request for Qualifications (RFQ) <i>*updated</i>	Findings Memorandum to BOT on 4/28	GM Winqest/Engineering Manager Chorey/Trustee Dent	CMAR reviewing background information and working to prepare Findings Memorandum.
Effluent Pipeline Project Request for Qualifications (RFQ)	See above	GM Winqest/Engineering Manager Chorey/Trustee Dent	See above
Burnt Cedar Pool Project <i>*updated</i>	Guaranteed Maximum Price (GMP) will be presented for approval, 4/28/21	Engineering Manager Chorey/GM Winqest	Project currently being publically bid. Bid opening on 4/5. Submitted to Washoe County and TRPA for Permits.
Internal Controls Project(s) Review of Internal Control Policies and Procedures <i>*updated</i>	Winter/Spring	Director of Finance Navazio	I/C documents and project plan discussed at Audit Committee meeting of 3/11/21. Staff prioritizing update of spending authority for procurement, contracts, change orders and procurement cards.
Consultant review of four (4) Accounting Practices – Moss Adams 2	Completed	GM Winqest/Director of Finance Navazio/Audit Committee	Final Report by Moss Adams presented at the 1/28/21 BOT meeting. Next steps include updating Board capitalization policy
Project & Contract Consultant Review - Moss Adams 1 <i>*updated</i>	Completed	GM Winqest/Director of Finance Navazio	Final Moss Adams report presented at BOT meeting held on 1/13/21. Will be presenting implementation plan for management responses at the 3/10 BOT Meeting.

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
RFP for Independent Audit Services / Financial Reporting <i>*updated</i>	Completed	Audit Committee / Director of Finance Navazio	Board approved contract with new Independent Auditor at meeting of 3/24/21.
Ordinance 7 GM Advisory Committee <i>*updated</i>	Winter/Spring 2020/21	GM Winquest/Board Chairman Callicrate	Meetings took place March 9 th , and 16 th . Next meeting's scheduled for 3/30/21. Committee finalizing community engagement process.
Smith vs IVGID Litigation	Ongoing	Legal Counsel/Board of Trustees/GM Winquest	
Utilities Performance/Asset Management Review <i>*updated</i>	Schedule for completion June 2021	GM Winquest/Board	Raftelis is conducting ongoing Zoom interviews and is scheduled to be on site at the end of March.
2021 - 2023 Strategic Plan <i>*updated</i>	April 2021	Senior Management Team/Board of Trustees	Staff currently working a Draft Strategic Plan to serve as a starting point for discussions. Plan to present prelim draft in April.
USFS Parcel Acquisition – Potential Dog Park	Ongoing	GM Winquest	Have resumed discussions with the USFS regarding special use permit. Legislation did not pass.
Transition to Enterprise Fund Accounting for beginning 2021-22 Fiscal Year	Ongoing	GM Winquest/Director of Finance Navazio	State of Nevada, CLGF considered IVGID request in January. Staff initiating the District's transition to Enterprise Fund Accounting beginning with the 2021-22 Fiscal Year.
Recreation Punch card accounting	Fall/Winter 2020	Director of Finance Navazio	Elimination of Punch Card contra-revenue accounts being implemented for current year as well as FY2021/22 budget.
USACE Grant Funding for Pond Lining/Pipeline Projects <i>*updated</i>	TBD	GM Winquest/Engineering Manager Chorey	Laura Whitney (USACE) shared new model agreements on 11/23. New target for completion of agreements is 10/31/21
Ski Way Reconstruction Project <i>*updated</i>	TBD	Engineering Manager Chorey	Ongoing conversations with Washoe County. Wood Rodgers preparing memo to document alternative construction techniques.

Ordinance 7 General Manager Advisory Committee

A page on the IVGID website has been created and that link is <https://www.yourtahoeplace.com/ivgid/general-managers-committee-on-ordinance-7>.

Meeting minutes have been placed on the website. The committee met on March 9 and 16, 2021. The next scheduled meeting is Tuesday, March 30, 2021. There will be a verbal update at the Board of Trustees meeting on March 31, 2021. The Committee is in the process of formalizing recommendations to present to the community at upcoming virtual forums, as well as a community wide survey. Recommendations will be related to areas including but not limited to Daily Beach Passes, Recreation Punch Card Exchange Passes, Recreation Punch Cards, guest access, definition of a guest, commercial operations, disciplinary action for abuse of recreation privileges, administrative clean up, and more.

Diamond Peak Update as of March 22, 2021

The District's ski area will have completed its 109th day of operation on March 31st. During March, we received very little measurable snowfall and were shadowed from some significant snow that fell on Donner Summit and the west shore of lake during the month. The ski area continues to operate practicing physical distancing and following best practices which has not allowed us to hold any of the traditional spring events such as Ski Racing, Last Tacks, Dummy Down Hill, Demo Day and Pass Holder appreciation gatherings.

For the month we have seen 17,188 total visits, we taught 1,336 lessons within the Ski and Ride Center and the Child Ski Center. Food and Beverage operation continue to operate with no indoor seating. Season passes for the 2021/2022 season went on sale as of March 18th and include no changes to Picture Pass Holder rates as compared to this seasons pass. Trail conditions remain very good and the ski area continues to operate with best practices and guidelines in place, please practice physically distancing from one another, wear a face covering while visiting, do not visit if you are feeling unwell, plan ahead and please remember to visit diamondpeak.com for the latest information about Diamond Peak's operations.

Key Project Updates

See more information on current district capital projects.

Webpage Link:

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

Risk and Resilience Assessments and Emergency Response Plan

The America's Water Infrastructure Act (AWIA) requires preparation of Risk and Resilience Assessments (RRA) and emergency response plans (ERPs). Farr West Engineering's contract to complete this work was authorized at the December 9, 2020 Board Meeting. IVGID staff and Farr West participated in a RRA workshop, and work is scheduled to be complete in June 2021.

Utilities Management Review and Asset Assessment

The Utilities Management Review and Asset Assessment includes evaluation of IVGID Public Works' organizational structure and staffing, review of operational efficiency, and review of financial and capital investment. At the January 13, 2021 Board Meeting, Trustees authorized a professional services contract with Raftelis, who has started reviewing requested documentation and conducting virtual interviews with select staff and Trustees. Raftelis is scheduled to be on site at the end of March to tour facilities and conduct additional interviews.

Burnt Cedar Swimming Pool Improvements

A 2021 Capital Improvement and Board of Trustees Priority Project, this project will reconstruct the two (2) existing pools (full size and toddler) at Burnt Cedar Beach. A design consultant has been selected and worked with IVGID Staff and a community group to develop a preferred conceptual design and, on August 12, 2020, the Board of Trustees unanimously selected a preferred option. Construction documents are complete and the CMAR is publicly advertising the project for bids. The formal bid opening is on April 5, 2021. Construction drawings have been submitted to Washoe County and TRPA for the required permits. The Project is tentatively scheduled to begin construction in May 2021. Construction will require complete closure of the pool and pool deck for the entire 2021 season.

Tennis Center Renovation

The project includes remodeling the pro-shop and restrooms, enclosing the existing kitchenette area, expanding and enhancing the deck area, and layout improvements to make the venue more welcoming. The construction contract was awarded at the June 10, 2020 Board of Trustees meeting. Construction has commenced and the project is scheduled to be substantially complete April 1, 2021.

Daniel Fraiman Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$709,000	\$36,362	\$745,362	\$546,906.70	\$198,455

Effluent Pipeline Project – 2524SS2010

District Staff provided a detailed Effluent Export Project update to the Board of Trustees on January 29, 2020. The immediate priority is to replace all of the remaining Segment 3 pipeline (12,385 linear feet) and to make immediate repairs to the Segment 2 pipeline (17,314 linear feet) to extend its life and mitigate a potential future leak site. At the January 28, 2021 Board of Trustees Meeting, Trustees approved a Construction Manager-At-Risk (CMAR) pre-construction contract to Granite Construction. A kick-off meeting was held on February 11th and Granite is currently reviewing available background material in advance of preparing a Findings Memorandum. This Memorandum will help inform the selection of a Design Engineer.

Effluent Pond Lining Project – 2599SS2010

A component of the Water Resource Recovery Facility (WRRF) operation is a 2.4-million-gallon effluent storage basin located adjacent to the wastewater resource recovery facility (Plant). The WRRF Effluent Storage Alternative Analysis Memorandum, September 2018, recommends a reinforced concrete, or the combination of concrete and shotcrete, lining that provides the best long term value, maximizes storage volume, and has low maintenance to keep in service. At the January 28, 2021 Board of Trustees Meeting, Trustees approved a Construction Manager-At-Risk (CMAR) pre-construction contract to Granite Construction. A kick-off meeting was held on February 11th and Granite is currently reviewing available background material in advance of preparing a Findings Memorandum. This Memorandum will help inform the selection of a Design Engineer.

Financial Transparency

Staff completed the close for February 2021 accounting period and monthly financial reports were posted on the District's website and on our OpenGov platform. In addition to the Summary Monthly Financial Reports, Staff has augmented reporting of monthly financial information to include detailed, line item reports reflecting budget vs actual results for each of the District's major funds. Detailed line item financial results have also been posted to supplement the January monthly summary reports.

The Board held its third Budget Workshop to inform development of the FY2021/22 budget on March 24, 2021. This workshop focused on the update to the District's multi-year capital improvement plan and FY2021/22 Capital Budget. This workshop followed on the heels of workshops held in January (Board Policies and Budget Process) and February (Operating budgets and Pricing Framework). The District's Tentative Budget is schedule to be presented to the Board on April 14th, with the Final Budget expected to be considered by the Board at their meeting of May 26th.

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

From March 4, 2021 to March 23, 2021

PO Number	Vendor	Description	PO Amt
21-0174	Polaris Sales	Replacing 2013 Yamaha Rhino ATV	\$17,524.84
21-0173	FARR Construction	SPS#1 Improvements	\$24,300.
21-0169	FARR Construction	Reservoir – Ladder wire mesh – BOT 03/10	\$8,900.
21-0168	Marine Taxonomic Services Ltd.	Reservoir – Int. spot repairs – BOT 03/10	\$18,750.

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2021	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS/STAFF DUE DATES	ITEMS SLATED FOR CONSIDERATION
04/14	Wednesday	6 p.m.		Regular Board Meeting	04/05/2021 8 a.m.	Public Records Update (in GM report) Tri-Strategies Verbal Report Receipt of FY2021/22 Tentative Budget Receipt of Grant from the POOL/PACT Loss Excellence (\$7,700) – Presentation only (John Dollar)
04/28	Wednesday	6 p.m.		Regular Board Meeting	04/19/2021 8 a.m.	Authorize the Burnt Cedar Pool CMAR Construction Contract (Chorey) Authorize Rec Center Upstairs Lobby Restrooms Remodel Construction Contract (Chorey) 3rd Quarter Financial Report (tentative)
04/28	Wednesday	4 p.m.		Audit Committee Meeting	04/19/2021 8 a.m.	Conduct advertising and interviews for appointment to Audit Committee (At-Large Member with one-year term). Appointment must be made no later than July 1, 2021. Auditor's schedule of work and engagement letter Whistleblower Procedure End of May – Navazio bring back to the procedural changes to the Internal Controls End of May – Management review of the items requested for action End of May – Policy 15.1.0
05/12	Wednesday	6 p.m.		Regular Board Meeting	05/03/2021 8 a.m.	Public Records Update (in GM report)
05/26	Wednesday	6 p.m.		Regular Board Meeting	05/17/2021 8 a.m.	Adoption FY2021/22 Budget (incl. Public Hearing) Approval of Rec Roll – FY2021/22 (incl. Public Hearing)
06/09	Wednesday	6 p.m.		Regular Board Meeting	05/31/2021 8 a.m.	Public Records Update (in GM report) Raftelis Final Report (tentative date) Early Opening of and Authorize the 2021 Waterline Improvement Construction Contract (Chorey) – work starting 7/1 Early Opening of and Authorize Rec Center Locker Room Improvements Construction Contract (Chorey) – work starting 7/1
06/30	Wednesday	6 p.m.		Regular Board Meeting	06/21/2021 8 a.m.	
07/14	Wednesday	6 p.m.		Regular Board Meeting	07/05/2021 8 a.m.	Public Records Update (in GM report)
07/28	Wednesday	6 p.m.		Regular Board Meeting	07/19/2021 8 a.m.	4th Quarter Financial Report (tentative)
08/11	Wednesday	6 p.m.		Regular Board Meeting	08/02/2021 8 a.m.	Public Records Update (in GM report)
08/25	Wednesday	6 p.m.		Regular Board Meeting	08/16/2021 8 a.m.	General Manager Performance Review and Review of Goals for FY 2020/2021
09/08	Wednesday	6 p.m.		Regular Board Meeting	08/30/2021 8 a.m.	Public Records Update (in GM report)
09/29	Wednesday	6 p.m.		Regular Board Meeting	09/20/2021 8 a.m.	
10/13	Wednesday	6 p.m.		Regular Board Meeting	10/04/2021 8 a.m.	Public Records Update (in GM report)
10/27	Wednesday	6 p.m.		Regular Board Meeting	10/18/2021 8 a.m.	
11/10	Wednesday	6 p.m.		Regular Board Meeting	11/01/2021 8 a.m.	Public Records Update (in GM report)
12/08	Wednesday	6 p.m.		Regular Board Meeting	11/29/2021 8 a.m.	Public Records Update (in GM report)

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

RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
Revisions to/Split Ordinance 7 (allow 45 days ahead of action)
Review of the Washpad Project (see award made on 06/23/2020)
Next step on Incline Beach House
Report on audit of selected parcels
Report on audit of recreation and beach fees (request made at 12/9/2020 meeting)
Correspondence in Board packet – Chairman Callicrate
Tyler Technologies project status report (request made at 01/13/2021 meeting)
Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)
Utility Rate Study (see minutes of 1/13/2021) – award of contract will be in the first quarter of FY 2021/2022
Develop a policy and criteria for Professional Services (see Moss Adams 1 Report) (Request by Trustee Schmitz – 03/10/2021)
Framework for pricing across the District (Request by Trustee Schmitz – 03/10/2021)
Tax implications for benefits for employees (Request by Trustee Schmitz – 03/10/2021 – District General Counsel Nelson is working on an opinion)

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplished no later than June 1, 2021.

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Review, discuss, and possibly approve authority to contract with Jacobs Engineering in the amount of not-to-exceed \$120,000 for the purposes of mitigating an identified imperfection in the District's SCADA system

DATE: March 31, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve authority to contract with Jacobs Engineering in the amount of not-to-exceed \$120,000 for the purposes of mitigating an identified imperfection in the District's SCADA system.

II. BACKGROUND

On March 16, 2021, the District identified an imperfection in the District's SCADA system (the software that operates our water and wastewater facilities). Presently, we have mitigated the imperfection with an emergency patch authorized by the District General Manager.

III. FINANCIAL IMPACT

Funding to support this expenditure are available within the FY2020/21 approved budget through re-allocation of salary savings realized within the Utility Fund for both water and sewer operations.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly approve a Procurement Contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 Capital Improvement Project: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of \$264,840.48

STRATEGIC PLAN: Long Range Principle #4 – Service
Long Range Principle #5 - Assets and Infrastructure

DATE: March 20, 2021

I. RECOMMENDATIONS

Staff recommends that the Board of Trustees makes a motion to:

1. Approve a procurement contract to Salomon totaling \$264,840.48 for the manufacturing and delivery of Replacement Rental Shop Equipment to Diamond Peak Ski Resort (Totaling 1,119 pairs of skis, bindings and 1,400 pairs of ski boots).
2. Authorize Staff to execute all purchase documents based on a review by General Counsel and Staff.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #4 – Service – The District will provide superior quality service and value to its customers considering responsible use of District resources and assets.

- The District will utilize best practice standards for delivery of services.

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 activities.

- The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. **BACKGROUND**

This procurement project of Replacement Rental Shop Equipment #3468RE002 was previously agenzized within General Business for Review, Discussion and Approval during the April 14, 2020 Board of Trustees meeting. Through a discussion of District project priority, the Board of Trustees and Staff agreed the procurement contract for purchase should be deferred from being awarded within Fiscal Year 2019/2020.

Diamond Peak maintains a fleet of 1,328 skis and bindings (ranging in size from 70cm to 188cm), 1,568 ski boots (ranging in size from Junior 15 to Men's 33.5 Mondo Size), 408 snowboards, 545 snowboard bindings, and 596 snowboard boots in its rental shop. The rental shop equipment replacement purchases are part of a comprehensive program to maintain a functional and reliable rental fleet at Diamond Peak. This ongoing program replaces rental equipment on a four year cycle and is vital to ensuring a safe and enjoyable experience for the guests at Diamond Peak that utilize the rental shop.

Of the District's fleet of 1,328 skis and bindings, 1,286 comprise the main rental fleet, the remaining 42 pairs in the inventory make up the demo fleet from a variety of manufacturers. The District's main rental fleet of skis, bindings and ski boots, all are made by the same manufacture. Doing so has allowed the District to have a single process by which a ski is set-up during a rental transaction. This simplifies staff training, reduces the risk of mistakes during set-up, and improves the overall transaction time. Additionally, the rental skis and bindings come as a factory mounted system that requires no drilling and little assembly upon delivery. This reduces labor costs during the fleet transition and reduces risk of mistakes during assembly.

The proposed purchase will replace all the skis and bindings in the 70cm to 175cm range, a total of 1,119 pairs of skis and ski boots in Junior size 15 to Adult 33.5 (mondo size) range, including a total of 1,400 pairs of boots. The current inventory of Junior skis, bindings and boots were purchased 2015 and have been utilized for

six seasons. The Adult skis, bindings and boots were purchased in 2016. Delivery of the proposed award is set to be no later than November 1, 2021.

IV. BID RESULTS

The District publicly advertised this project for bidding and Requests for Proposals including specifications were sent out to eight potential bidders. Four bids were received and opened on March 3, 2021. The bid results are as follows:

Vendor	Total Bid Amount
Salomon	\$264,840.48
Elan	\$272,587.32
Rossignol	\$287,106.15
Volkl	\$298,670.05

The low responsive bidder that meets all the specified technical specifications is Salomon. District Staff reviewed the bid and checked references for the vendor and has recommended award of this procurement to Salomon.

V. FINANCIAL IMPACT AND BUDGET

A total of \$535,000 is included in the 2020/2021 Capital Budget and includes a total of \$335,000 identified as a carry forward amount from the 2019/2020 Capital Budget for replacement rental skis, boots and bindings (see attached data sheet). A total \$200,000 is identified as replacement rental snowboards, boots and bindings also included in the approved 2020/2021 Capital Budget. Staff will recommend deferring the rental snowboard procurement until the 2021/2022 fiscal year and adjust the proposed District five year capital plan to identify a four year replacement cycle of rental equipment. The purchase price proposed for award totals \$264,840.48 which is \$70,159.52 under the approved budget amount.

Staff has included in the table below a proposed Fiscal Year ending June 30, 2021 Capital Improvement Project status report.

Review, discuss and possibly approve a procurement contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 CIP: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of \$264,840.48

Incline Village General Improvement District		Capital Improvement Projects Report to the Board of Trustees			PROPOSED For the Year Ending June 30, 2021			FY2020/21		Fiscal Year		
DESCRIPTION	PROJECT#	Prior Year		Current Year	Projects Cancelled	Adjustments	Reallocation	Future Year	Adjusted Budget	Expenditures As of 12/31/20	Variance	Status
		Original Budget	Carry Forward	Budgeted				Reservation Fund Balance				
Diamond Peak Ski Resort:												
Base Lodge Walk In Cooler and Food Prep Reconfiguration	3453BD1806	15,000	25,000	15,000					40,000	-	40,000	In Progress
Crystal Express Ski Lift Maintenance and Improvements	3462HE1502	55,000		55,000					55,000	34,793	20,207	Complete
Lakeview Ski Lift Maintenance and Improvements	3462HE1702	25,000	236,804	25,000		CFWD Adj			264,804	199,720	65,144	Complete
Ridge Ski Lift Maintenance and Improvements	3462HE1903	45,000		45,000					45,000	27,850	17,150	Complete
Ski Resort Snowmobile Fleet Replacement	3484LE1801	16,000		16,000					16,000	14,452	1,548	Complete
2013 Yamaha Rhino (ATV) #674	3484LV1732	21,000		21,000					21,000	-	21,000	In Progress
Replace Ski Rental Equipment	3468RE0002	200,000	335,000	200,000					535,000	-	535,000	In Progress
Replace 2010 Shuttle Bus #635	3486HE1739	140,000		140,000					140,000	-	140,000	Delayed
Replace 2010 Shuttle Bus #636	3486HE1740	140,000		140,000					140,000	-	140,000	Delayed
Pavement Maintenance, Diamond Peak and Ski Way	3469LI1105	25,000		25,000					25,000	1,300	23,700	In Progress
Ski Way and Diamond Peak Parking Lot Reconstruction	3469LI1805	300,000	220,000	300,000		CFWD Adj			520,000	8,000	512,000	Multi-Year
Diamond Peak Facilities Flooring Material Replacement	3469BD1710	55,000		55,000					55,000	-	55,000	In Progress
Arc Flash Study - Ski	3469BD2002	20,000		20,000					20,000	-	20,000	In Progress
Ecommerce/Middleware Software	3469CE1909	202,000	202,000	-					202,000	120,000	82,000	Complete
Replace Staff Uniforms	3469OE1205	135,000		135,000					135,000	-	135,000	In Progress
Ski Master Plan Implementation (Entitlements)	3653BD1501	750,000	450,000	-				(400,000)	50,000	2,760	47,240	Delayed
Total Diamond Peak		\$ 2,144,000	\$ 1,471,864	\$ 1,192,000	\$ -	\$ -	\$ -	\$ (400,000)	\$ 2,263,864	\$ 408,875	\$ 1,854,990	

VI. ALTERNATIVE

As this project has previously been deferred one fiscal year, Staff has no alternatives to recommend.

VII. COMMENTS

The District places its order with the ski, snowboard, and boot manufacturers in the spring and takes delivery of the equipment in the fall in order to accommodate manufacturing lead time. The rental shop is a major revenue contributor to Diamond Peak’s annual operating budget and maintaining the condition of the rental fleet has an important role in that revenue stream. A reliable and well-functioning rental fleet is also an important component of providing a great customer experience at Diamond Peak.

VIII. BUSINESS IMPACT

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

ADDENDUM NO. 1

**Diamond Peak Rental Ski Equipment RFP
Project Number 3468RE0002**

February 22, 2021

Owner

Incline Village G. I. D.
Public Works Department
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

Engineer

Incline Village G. I. D.
Engineering Division
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Request for Proposal Documents, and modifies those documents as described below.

1.2 ACKNOWLEDGMENT

Acknowledge receipt of this Addendum in writing in the space provided on Page 10 of the RFP Proposal Form.

PART 2 - REVISIONS TO DOCUMENTS

2.C.1. Delivery Information

Shipping is FOB Destination and should be itemized in the proposal. This Addendum adds a line for Shipping costs to the total bid amount.

END OF ADDENDUM 1



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
DIAMOND PEAK SKI RESORT**

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village, NV. 89451

REQUEST FOR PROPOSALS:	2021 Rental Shop Ski Equipment
CIP NUMBER:	3468RE0002
PROPOSALS DUE:	Wednesday, March 3, 2021 by 2:00 p.m.
DELIVERY OF ITEMS:	FOB Destination
DIRECT ALL INQUIRIES TO:	Ronnie Rector, Contracts Administrator 775-832-1267; rlr@ivgid.org



SECTION 1 – REQUEST FOR PROPOSALS (RFP)

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals to provide new rental ski equipment for use at Diamond Peak Ski Resort. The procurement includes Adult and Junior skis with integrated binding system and ski boots.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Rental Shop Ski Equipment Procurement

Submission of samples for proposed skis with integrated bindings and boots in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included in Section 3 of this RFP. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 – INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new rental ski equipment for use at the Diamond Peak Ski Resort.
- b. In the space provided on the Proposal Form, vendors shall indicate the minimum order quantities that may apply to additional orders placed during the term of the resultant agreement.
- c. There shall be no guarantee beyond initial awarded quantities as to any additional quantities to be purchased during the period of time for which a resultant agreement shall be in effect.

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

- 3. PROPOSAL EVALUATION:** All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, as determined by the Buyer.

B. SUBMISSION OF PROPOSALS

1. Proposals shall be submitted in a **sealed opaque envelope**, with the outside clearly marked as follows:

"Diamond Peak Rental Ski Equipment"

- Vendors are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will not be considered.
 - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or FAX will not be accepted.
2. Sealed proposals will be received at the offices of the IVGID Public Works Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
 3. Late, incomplete or unsigned Proposals shall receive no consideration.
 4. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. An authorized agent of the firm must sign all Proposals.
 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
 8. Prices must be stated in units specified. Prices for initial purchase quantities must be effective until delivery.
 9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

C. DELIVERY INFORMATION:

1. Shipping is FOB Destination and should be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, Nevada 89451, no later than November 01, 2021.
2. Liquidated Damages: Supplier and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of equipment is not completed within the time specified in Paragraph C.1., above. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the District if equipment is not received in time. Accordingly, instead of requiring any such proof, District and



Supplier agree that, as liquidated damages for delay (but not as a penalty), Supplier shall pay District \$250 for each day that expires after the time specified in Paragraph C.1., above, until the complete order is delivered.

D. COMPLETE PROPOSAL PACKAGE:

1. A complete Proposal shall include this document, pages 1 through 11, inclusive, together with the following:
 - a. Warranty information per Section 5 of this Proposal Package.
 - b. A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a Ski rental fleet of an equivalent contract size and scope to that requested in this request for proposals.
 - c. A guarantee to provide additional equipment in the same style in unlimited quantities for three (3) years.
2. To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other support data for the merchandise proposed.
3. Vendor is required to submit samples of its proposed product to Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada by end-of-business February 20, 2021 with pick up on or after March 20, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Rental Manager Tatiana Montabello at 775-832-1138, TNM@ivgid.org.
 - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of ten (10) days to allow for a thorough evaluation.
 - b. All samples shall be submitted, delivered, and picked up at vendor's own expense.
 - c. A minimum of one (1) sample of each bid item must be provided in the adult and junior equipment. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.

E. JOINDER PROVISION

Not applicable to this proposal.

- F. ADDITIONAL ORDERS:** Additional orders that meet the successful firm's minimum order requirements shall include coordination of delivery as specified above. Pricing for shipment shall be itemized at the time of placement of additional orders.

- G. FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Proposal. For any additional orders, the successful firm shall guarantee their prices for a minimum of one (1) year from proposal award exclusive of itemized shipping costs. District reserves the right to purchase additional items at any point during the three (3) year product availability guarantee.



H. EXCEPTIONS:

1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the vendor meets all requirements.

I. DAMAGED GOODS: Damaged goods shall be replaced by the successful Firm at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution.

J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Proposal.

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

L. QUANTITIES TO BE PURCHASED: Quantities provided in this RFP are estimates only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.

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

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

SECTION 3 – PROPOSAL EVALUATION CHECKLIST

A. Proposals shall be reviewed for responsiveness by District staff on the following parameters:

- Proposal conditions met
- Conformance to the Specifications
- Unit Pricing – 1-Year Guarantee
- Additional Quantities – 3-Year Availability Guarantee
- Warranty
- Defined Exceptions
- Environmental and Social Responsibility

SECTION 4 – SKI EQUIPMENT TECHNICAL SPECIFICATIONS:

A. GENERAL INFORMATION

- Provide a training program to train Diamond Peak staff on use and application of equipment for both Adults and Juniors.
- Products may not include graphics which discriminate on the basis of an individual's race, color, religion, sex, nation origin, height weight, marital status, political belief, genetic information, disability, and/or handicap. Graphics shall not be sexual or profane in nature.
- Adult and Junior specific integrated Ski/binding system available.
- An Integrated bar code system on skis and boots shall be available.
- Shall include a color coordinated ski boot and binding adjustment-sizing system.
- Products that feature one or more of the following environmentally friendly materials and socially responsible manufacturing processes will be given priority in the bid selection process:
 - FSC (Forest Stewardship Council) Certified sustainable wood cores.
 - Recycled content sidewalls or core materials.
 - Low VOC resins and/or glues.
 - Alternative inks, printing and/or laminating processes.
 - Factory wax without chlorofluorocarbon chemicals (PFCs or PFOAs)
 - End of use recycling or take-back program.
 - Fair Trade Certified or other independent fair labor assessment of manufacturing facilities.
 - Manufacturing facilities are powered by renewable energy.
 - Zero waste program at manufacturing facilities.
 - Hazardous waste management program at manufacturing facilities.
 - Product and/or manufacturing emissions are offset with carbon credits.

EQUIPMENT

Skis:

- All Skis shall be a beginner specific model/type.
- Barcode should match on both skis
- All Skis shall have a tip measurement that does not exceed 125mm
- Shall arrive with the base plate mounted on the skis

Ski Bindings:

- Shall have the ability to adjust length by hand, no tools required
- Shall include both an adjustable toe and heel piece

- Shall include Junior specific bindings. Junior bindings shall be able to be adjusted for both junior and adult size boots up to a men's size 9 boot.
- Shall include a color coordinated boot and binding sizing system.
- DIN range on adult bindings need to go from a 3 to a 10 minimum and on Junior bindings needs to go from a .5 to a 4.5 minimum.
- All bindings shall be compatible with either grip-walk or non-grip walk boots.
- Forward pressure indicator need to be easily identifiable.

Ski Boots:

- Shall include a color coordinated boot and binding sizing system.
- Adult Unisex/Mens/Womens and Junior's specific ski boots available
- Adult boots must be a 4-buckle configuration, ladder straps for the top buckles are acceptable.
- All adult boots must be front entry.
- All boots need to have a replaceable toe and heel pieces.
- All boots shall be a beginner model boot, not exceeding a 100 flex rating
- Shall include the size of the boot easily identifiable on boot exterior
- All boots shall NOT include power straps or must be removed by company representative.
- Shall include individual sole lengths corresponding to boot size

Estimated Quantities and Approximate Size

- Skis:

585 – Adult:		
175 – 147cm	160– 161cm	35 – 175cm
175 – 154cm	40 – 168cm	
534 - Junior:		
20 – 70cm	100 – 100cm	70 – 130cm
74 – 80cm	54 – 110cm	70 – 140cm
74 – 90cm	72 – 120cm	
- Ski boots:

815 – Adult:		
<u>Men's sizes</u>		
7 – 45 pairs	10 – 120 pairs	13 – 25 pairs
8 – 70 pairs	11 – 90 pairs	14 – 7 pairs
9– 115 pairs	12 – 40 pairs	15 – 3 pairs



Women's sizes

4 – 5 pairs	6 – 60 pairs	8 – 70 pairs
5 – 35 pairs	7 – 80 pairs	9 – 50 pairs
585 – Junior:		
10c – 40 pairs	1 – 90 pairs	5 – 40 pairs
11c – 40 pairs	2 – 110 pairs	6 – 10 pairs
12c – 40 pairs	3 – 85 pairs	
13c – 60 pairs	4 – 80 pairs	

SECTION 5 - PRODUCT WARRANTY

- A. **General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the rental skis, bindings and boots equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- B. **Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.



SECTION 6 – PROPOSAL FORM

The undersigned vendor shall provide new rental ski equipment for the Diamond Peak Ski Resort meeting the attached specifications.

A price should be stated in both numbers and in words in the spaces provided on this form. Provide a minimum quantity required for orders.

Proposals returned on a form other than this one will **not** be accepted.

Description	Unit	Est. Qty.	Unit Price	Total Price
Adult Skis/Binding System Size 147cm to 175cm	Pair	585	\$ 172.80	\$ 101,088.00
Junior Skis/Binding System Size 70cm to 130cm	Pair	534	\$ 115.92 125.98	\$ 63,211.68
Adult Ski Boot - Men's size 25 to 33.5	Pair	515	\$ 86.40	\$ 44,496.00
Adult Ski Boot - Women's Size 22.5 to 27.5	Pair	300	\$ 86.40	\$ 25,920.00
Junior Ski Boot Size 15 to 23.5	Pair	585	\$ 46.08 50.40 55.44	\$ 30,124.80
Shipping				\$ 0.00
Total Price in Numbers:	\$ 264,840.48			
Total Price in Words:	Two hundred sixty four thousand eight hundred forty dollars and forty eight cents			

Exceptions (attach additional pages as necessary):

Printed sole length coding for ski, boot, binding sizing adjustment system

Product warranty period is 2 years

CSV file to be provided to match individual ski bar codes in place of matching bar codes per pair. This can be uploaded to the rental system in place of scanning both individual skis.



Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	February 22, 2021

List any additional merchandise or options that may be included with this purchase at no additional cost to IVGID dba Diamond Peak Ski Resort:

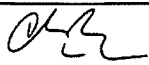
- Skis will be mounted at the factory free of charge for a cost savings of \$3,916.50

- Vendor will cover shipping for a cost savings of \$10,593.60

- Salomon will provide free product up to 1% of total purchase price based on wholesale value for resort marketing, promotions, events, etc.

- Anticipation is available at 1% a month for early payment with a maximum of 3 months

Type or Print Name of Vendor: Chris Tiller

Signature of Vendor: 

Date: March 2, 2021

Title: Sales Representative

Phone No. 916-502-2472 Email: chris.tiller@salomon.com

SECTION 7 – DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Salomon

Address: 2030 Lincoln Ave.

City, St, Zip: Ogden, UT 84401

Date Business Started: 1947

Principal Address of Company: 2030 Lincoln Ave
Ogden, UT 84401



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

Name: Jordan Judd Official Capacity: General Manager

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Mike Adams Official Capacity: Senior VP

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Erik Anderson Official Capacity: Market Director

Address: 2030 Lincoln Ave, Ogden, UT 84401

SECTION 8 - REFERENCES

A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a ski rental fleet of an equivalent contract size and scope to that requested in this request for proposals.

Contact Name & Phone Number	Description of Work	Contract Value	Date Complete
Josh Allen Squaw Valley Ski Corp 603-556-3038	Salomon ski boots	\$ 109,950.00	still in service 2016
	Salomon skis and bindings		
Reese Thedford Mt Bachelor 971-570-8261	Salomon skis, boots, bindings	\$ 225,000.00	still in service
Jason Watts Vail Resorts 775-530-8163	Salomon ski, boots, bindings	\$ 250,000.00+	still in service

Attach additional sheets if necessary.

END OF PROPOSAL DOCUMENTS



PARTNERSHIP PROPOSAL

salomon 



salomon

TIME TO PLAY

Dedicated to Winter sports equipment since 1947,
Salomon offers an inspiring and inclusive vision of
fun in the mountains.

It's Time to Play

SNOWBASIN RESORT COMPANY

SALOMON BRAND



THE SALOMON BRAND

WE ENRICH PEOPLE'S LIVES BY
ENABLING THEM TO PLAY
OUTSIDE EVERY DAY

TO ENJOY THE EXPERIENCE

TO LEARN AND PROGRESS

TO REWRITE THE RULES



OUR BRAND ROOTS



OUR YEAR-ROUND RELEVANCE





WELCOME TO
SKIING

SNOWBASIN RESORT COMPANY

THE SALOMON RENTAL DIFFERENCE

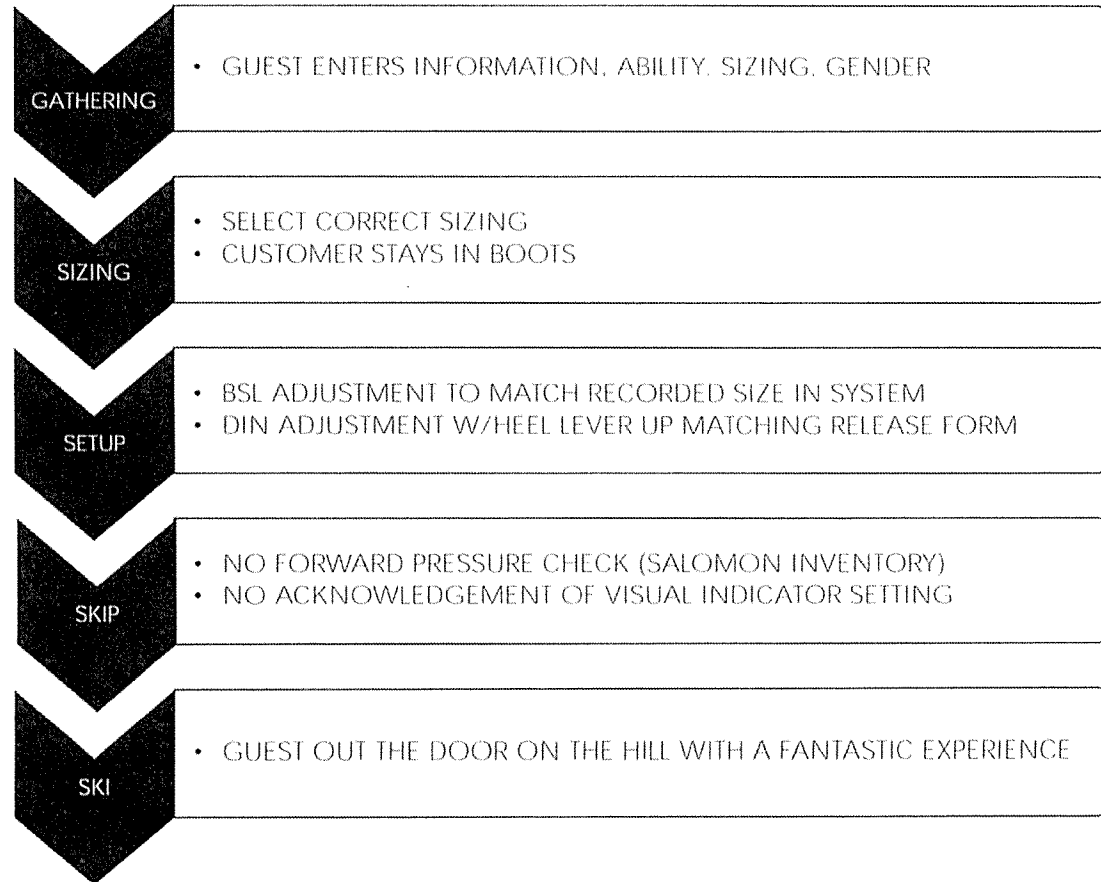


THE SALOMON RENTAL DIFFERENCE

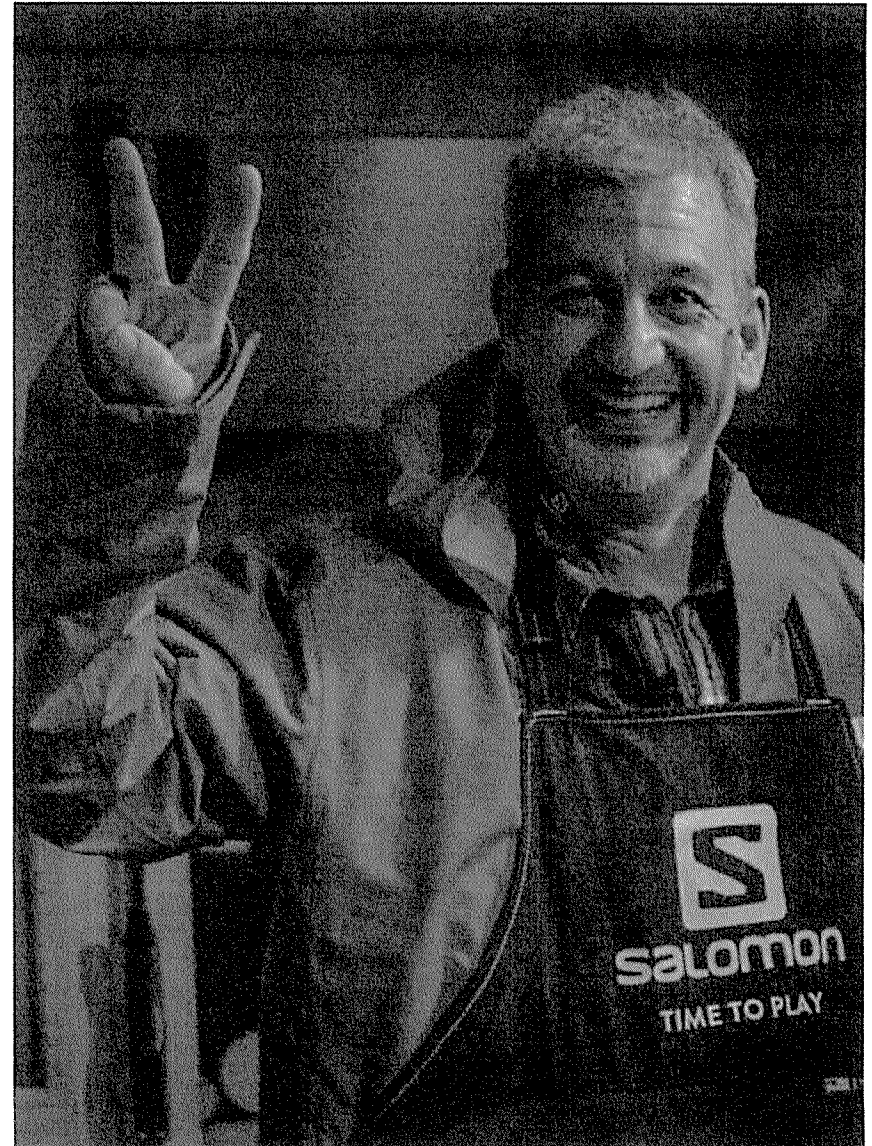
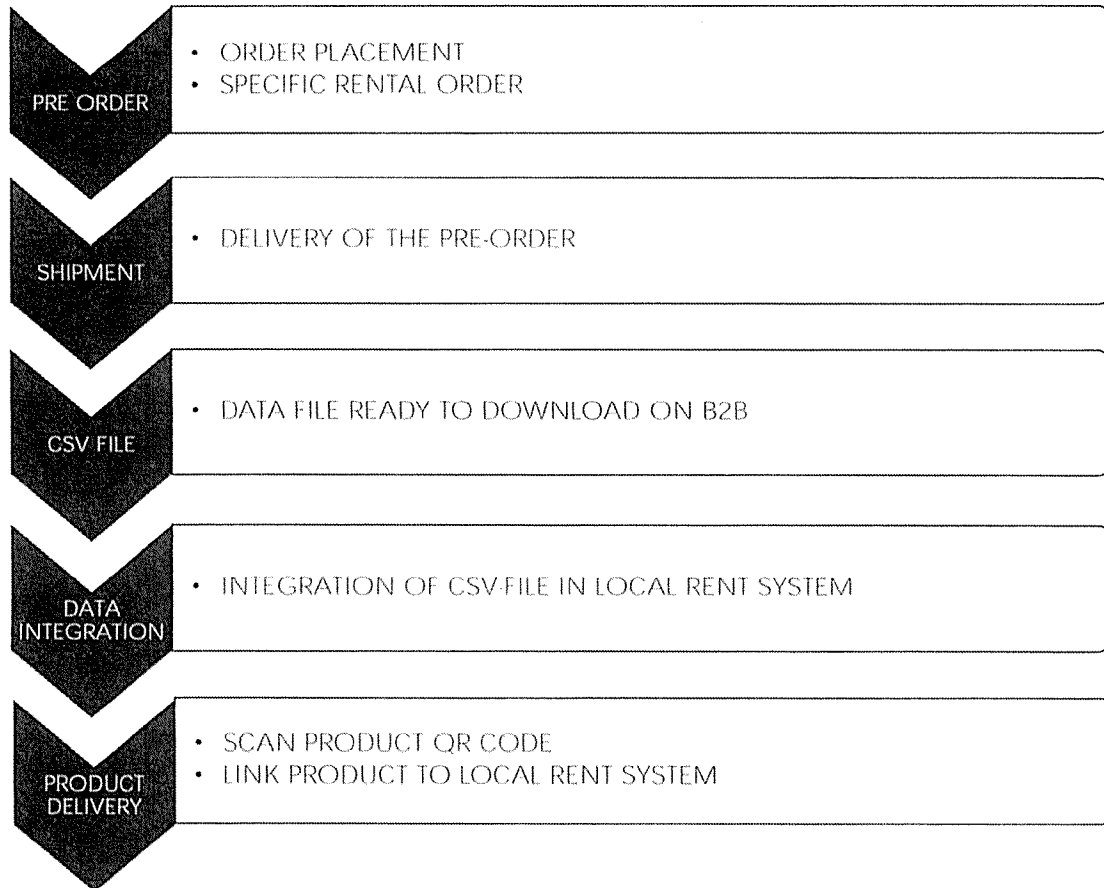
- TOUCHLESS RENTAL
- ADVANCED SHIPPING NOTICES
- BULK PACKAGING
- PREMOUNTING AND PRETESTING
- VALUE AND PERFORMANCE
- EASE OF USE



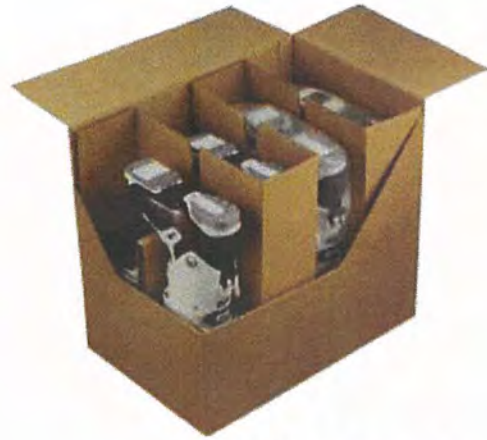
TOUCHLESS TRANSACTION



ADVANCE SHIPPING NOTIFICATION PROCESS



VALUE ADDED SERVICES



BULK PACKAGING

4 rental boot models are available in bulk packaging

45% waste reduction

No additional charge



PRE-MOUNTING

Premounting Services : \$3.50/pair

Pretesting Services : \$1500 flat fee

Packaged 2 in 1, 30% reduction in space and waste



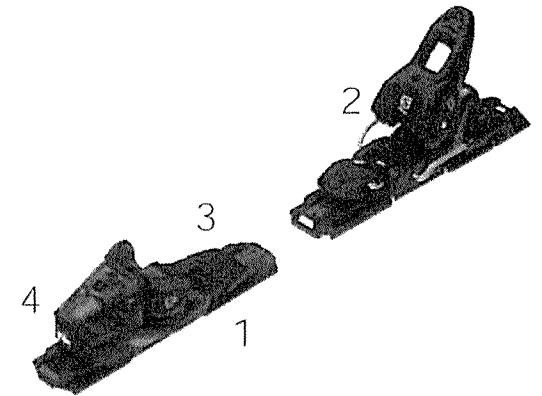
VALUE,
PERFORMANCE AND
EASE OF USE

TIP PROTECTOR
EXTEND THE SKI LIFE

SHARK TOPSHEET
INDUSTRY LEADING THICKNESS 0.7_{mm}
TO RESIST SCRATCHES AND CHIPPING

25% THICKER EDGES
MORE TUNING CYCLES
AND BETTER SHOCK
RESISTANCE

EXTRA-THICK
1.8_{mm} BLACK
BASE
EASY TO FIX AND
MORE TUNING
CYCLES

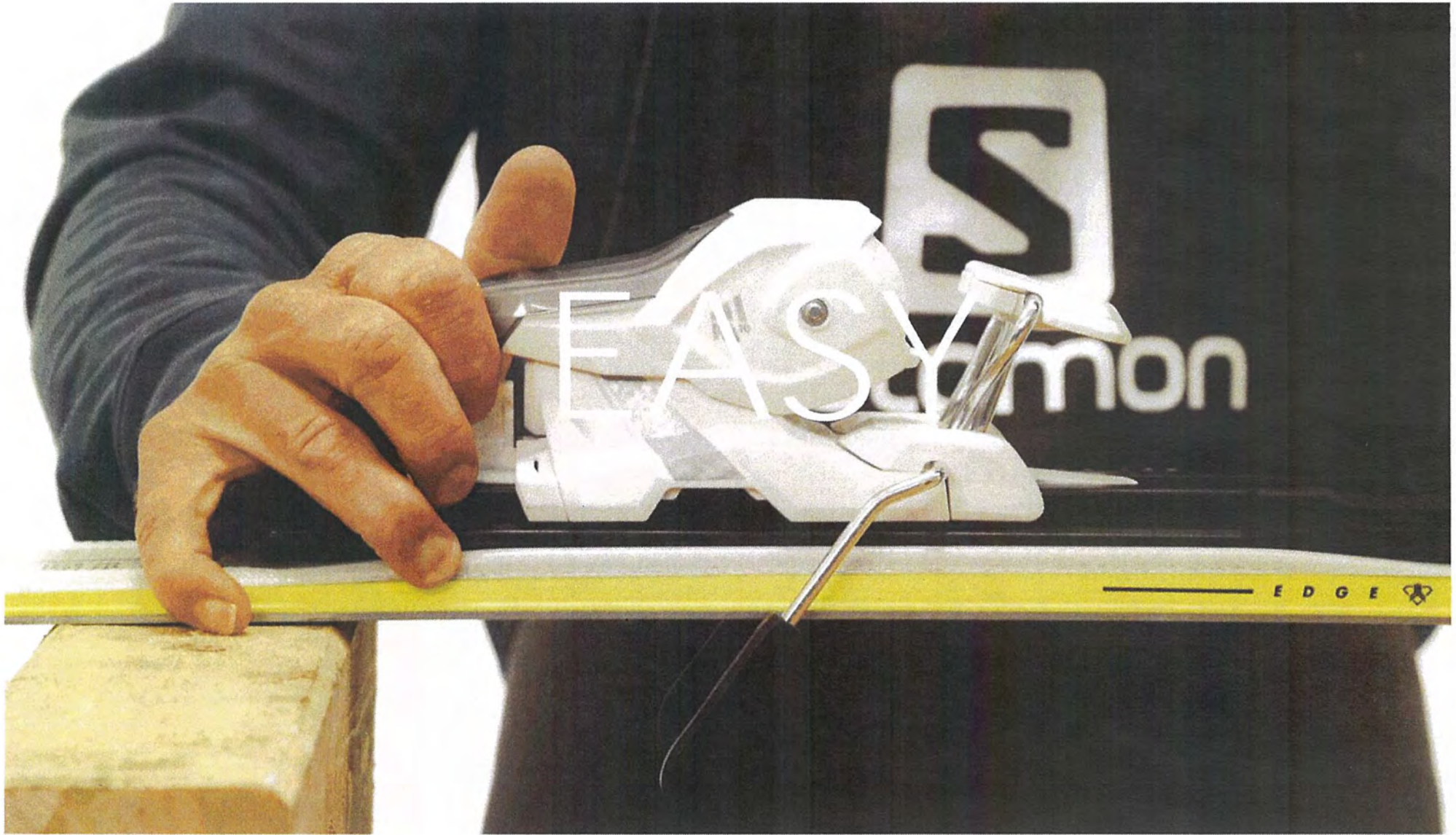


1. ERGO LEVER
EASY, LOW-FORCE ACTION

2. STEP-IN ROLLERS
LOWEST STEP-IN FORCE

3. BARCODE PLATE
RESESSED FOR DURABILITY

4. HIGH-CONTRAST DIN

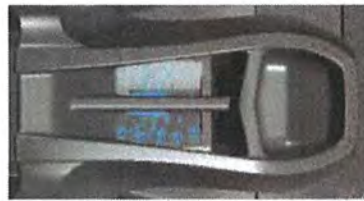


BINDING FEATURES

BAR CODE



DIN HEEL VISIBILITY



ERGONOMIC LEVERS



DIN & LENGTH LATERAL MARKINGS



HIGH-VIS FORWARD PRESSURE INDICATOR



DIN SCREW ACCESS HEEL



MULTI TOOL SCREW



SNOWBASIN RESORT COMPANY

ALPINE ASSORTMENT



RENTAL - DISTANCE RANGE

PROGRESSION AND EASE OF USE

PROGRESSIVE & INTUITIVE RENTAL PACKAGE W/ RETAIL DESIGN

3 YEAR
C/O
19-21

DISTANCE 72 : EASY TO STEER, LIGHT AND AFFORDABLE



DISTANCE 76/ W76 :WOODCORE RESORT
CRUISER



RENTAL - DISTANCE RANGE RECAP

MODEL	DISTANCE 76	DISTANCE W 76	DISTANCE 72	DISTANCE 125
	C/O	C/O	C/O	C/O
PRICE	\$265 WHSL / \$198.75 NET	\$265 WHSL / \$198.75 NET	\$240 WHSL / \$180 NET	\$240 WHSL / \$180 NET
LENGTH	130 140 150 160 170 180	130 140 150 160 170	130 140 150 155 160 165 170	125
WAIST	76	76	72	72
WEIGHT WITH BINDING	1860 g 2675 g	1580 g 2400 g	1316 g 2131 g	1567 g 2382 g
CONSTRUCTION	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES
TIP PROTECTOR	METAL	METAL	PLASTIC	PLASTIC
TOP SHEET	SHARK	SHARK	SHARK	SHARK
CAMBER PROFILE	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER
PLATE	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURETRACK 2 PARTS
BINDING	M10 GW	M10 GW	M10 GW	M10 GW

Ski Specs

NAME	(cm)	Tip (mm)	Waist (mm)	Tail (mm)	(m)	(mm)	(gr by 1/2 pair)
E DISTANCE 72 + M10 GW L80	130	109	68	90	11	550	777
	140	114	70	96	11	594	1137
	150	117	71	99	12	644	1237
	155	120	72	99	12	638	1269
	160	121	72	100	13	663	1310
	165	122	73	102	14	688	1350
	170	123	73	103	14	713	1390

QST JR AND LUX JR

PROGRESS WITH STYLE



CONSUMER BENEFITS

EASY STEERING

PRECISION

ADAPTABLE

RENTAL BENEFITS

DURABILITY

EASE OF USE

EFFICIENCY

CHILDREN

RANGE CHART

MODEL	QST Jr		LUX Jr		
	CO		CO		
PRICE	\$161/\$174 WHSL \$120.75/\$130.50 NET	XS / S \$120.75 net	M \$130.50 net	XS / S \$120.75 net	M \$130.50 net
TARGET	CHILD/TEEN		CHILD/TEEN		
LENGTH	70 80 90 XS 100 110 120 S 130 140 150 M		70 80 90 XS 100 110 120 S 130 140 150 M		
WEIGHT WITH BINDING	773 g 1359 g		773 g 1359 g		
RADIUS	11		11		
CONSTRUCTION	EASYFLEX TECHNOLOGY CAP COMPOSITE		EASYFLEX TECHNOLOGY CAP COMPOSITE		
TOP SHEET	SHARK		SHARK		
PLATE	JUNIORTRAK		JUNIORTRAK		
BINDING	C5 GW	L6 GW	C5 GW	L6 GW	



MADE FOR
RENTAL



BOOTS

1. BARCODE HOLDER
SECURING THE BARCODE OVER TIME
2. SPECIFIC DURABLE LINER AND STRAPS
CLEAN LOOKING THROUGH NUMEROUS USAGES
3. TOOLLESS TOOTH ADJUSTMENT
TO QUICKLY ADAPT
4. POLYURETHANE SHELL
scratch resistant and durable over time
5. MICRO ADJUSTABLE BUCKLES
EASY AND CONVENIENT
6. VISIBLE SIZE AND SOLE LENGTH PRINT
easy to see for safer & faster adjustments

DISTANCE 60

COMFORT FIT WITH PHENOMENAL HEEL AND ANKLE RETENTION



DISTANCE 60





MODEL	DISTANCE 60
STATUS	TN
PRICE	\$ 120
LAST	104 mm
WEIGHT	1,81 kg
SIZING	22.5 to 32.5
TECHNOLOGIES	TWINFRAME
SHELL	POLYURETHANE
CUFF	POLYOLEFIN
LINER	MY THERMICFIT
STRAP	NO STRAP
PADS	ALPINE PREMOUNTED ISO 5355  OPTION
ADJUSTEMENT	RENTAL PLATE FOR BARCODE SIZE MARKING BETWEEN THE 2 FRONT BUCKLES + ON THE REAR CUFF

AVAILABLE AS A 4in1 PACKAGING
OPTION REDUCING WASTE BY
45% MASS AND BOOSTING
EFFICIENCY IN RECEIVING



JUNIOR LEARN AND EARN / RENTAL

RANGE CHART

MODEL				
	T3 RT / GIRLY	T2 RT / GIRLY	T1	T1 GIRLY
	CO	CO	CO	CO
PRICE	\$ 77 WHSL / \$57.75 NET	\$ 70 WHSL / \$52.50 NET	\$ 64 WHSL / \$48 NET	\$ 64 WHSL / \$48 NET
SIZING	22.5 to 26.5	18 to 21	14 to 18	15 to 18
TECHNOLOGIES	--	--	--	--
SHELL	POLYURETHANE	POLYURETHANE	POLYOLEFIN	POLYOLEFIN
CUFF	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN
LINER	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE
PADS	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355
ADJUSTMENT	3 RIVETED VARIO PLASTIC BUCKLES RIVETED OVERSIZED PIVOT BINDING SET COLOR CODING RENTAL BARCODE STICKER	2 RIVETED VARIO PLASTIC BUCKLES RIVETED OVERSIZED PIVOT RENTAL BARCODE STICKER BINDING SET COLOR CODING	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT



MARKETING ACTIVATION



DIAMOND PEAK STAFF



STRATEGY:
EXPERIENCED STAFF & TECHNICIANS
PROUD TO BE PARTNERED WITH SALOMON

- DELIVERABLES:**
- CUSTOM TRAINING
 - SALOMON WSE GUIDE
 - IN PERSON BRAND SUPPORT



SNOWBASIN RESORT COMPANY

SUSTAINABLE PRACTICES



SUSTAINABILITY OVERVIEW

RENEWABLE ENERGY	ENERGY RECOVERY	RECYCLED PLASTICS	RESOURCE EFFICIENCY	WASTE RECYCLING	TRANSPORT EFFICIENCY
					
<p>We heat our ski presses with wood chips. This low-carbon fuel source is waste from the forestry industry, local to Altenmarkt.</p>	<p>Excess heat generated by our ski presses is used to heat the entire Altenmarkt facility.</p>	<p>Currently, 50% of the boots we manufacture contain a minimum of 30% recycled plastic.</p>	<p>Investment in CNC technology has allowed us to save material when shaping our wood cores.</p>	<p>All waste materials are sorted at the factory to allow them to be reused/sold on.</p>	<p>Through the development of our new logistics center we ensure our vehicles transport goods both ways and never run empty.</p>
<p>As a result, we are saving 10.000 m3 of oil annually. This has a massive impact on our CO2 emissions.</p>	<p>This leads to a reduction in energy needs across the entire facility of 48%.</p>	<p>In 2019 we used 181 tons of recycled material. This amount will increase in 2020</p>	<p>Precision manufacturing allows us to reduce raw-material consumption</p>	<p>Allow raw materials to be reused in other industries</p>	<p>Reduction of our overall carbon footprint.</p>

Altenmarkt Ski Factory is Smart and Green



Amer Sports Winter Sports Equipment manufacturing facility in Altenmarkt, Austria applies innovative measures on reducing its carbon footprint, being more sustainable, and recycling more. These questions are cornerstones of all its operations.

The heating energy for both the ski factory and the town of Alternmarkt comes solely from biomass, and the electrical power consumption of the plant has been 100% renewable for many years.

Previously, the factory consumed almost one million liters of oil every year. Today, oil is not needed any more, and the factory has reduced its annual CO2 emissions by 10 million kilograms.

To improve air quality and energy efficiency, Amer Sports has invested in new exhaust and fresh air devices (with heat recovery technology) at its facility in Altenmarkt. This cuts energy use and the facility's scope 2 emissions



Altenmarkt Ski Factory is Smart and Green



The Winter Sports Equipment factory in Altenmarkt reduced its production waste by 25% The achievement was highlighted by the Austrian TV channel as a good example of successful waste management.

These improvements in waste management also gained the factory two environmental nominations last year: the ÖGUT Umwelt Preis, which is an exceptional prize for companies who engage in environment protection and for the Energy Globe Award in category Earth.

In the complex production processes, there are lots of different materials and components used. Instead of just separating the materials and paying for recycling service, WSE is now able to sell these separated materials to the companies in other industries which needs them in their production. Our Boot facility recycles every reusable amount of material to produce additional ski boots as well as smaller items like our spare lens holders for some goggle models





Amer Sports Winter and Outdoor is EPA's Green Power Partner

Amer Sports Winter and Outdoor in Ogden participates in the EPA's (United States Environmental Protection Agency) Green Power Partnership. Currently 27% of its annual power usage, or 23,000 kWh (Third-Party Certified Green Power Product) is wind produced, and we are looking to increase that amount. www.epa.gov/greenpower/



Call of Ideas

Amer Sports Winter Sports Equipment manufacturing facility is actively seeking and implementing new ideas to reduce its greenhouse gas emissions. It has launched an initiative to generate new ideas and the initiative is named Call of ideas. Out of the 130 ideas, 9 have been approved and adopted into practice.

These include:

Reuse of Phenol scrap to build new cutting tools

Reuse ski packaging material, which are today thrown away by random check workers. (styropor pieces and carton between the skis)

ABS Waste sent back to supplier for recycling

Improve heating system control, to avoid energy lost

Reuse carton inlays for roll



Project Summary

Project Number:	3468RE0002
Title:	Replace Ski Rental Equipment
Project Type:	G - Equipment & Software
Division:	68 - Rental & Repair
Budget Year:	2021
Finance Option:	
Asset Type:	RE - Rental Equipment
Active:	Yes

Project Description				
The District owns and maintains a fleet of 1,365 skis and bindings (ranging in size from 70cm to 188cm), 1,550 ski boots, 330 snowboards, and 400 snowboard boots in its rental shop. The rental shop equipment replacement purchases are part of a comprehensive program to maintain a functional and reliable rental fleet at Diamond Peak. This ongoing program replaces rental equipment on a four year cycle and is vital to ensuring a safe and enjoyable experience for the guests at Diamond Peak that utilize the rental shop.				
Project Internal Staff				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and replacement improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Snowboard equipment	200,000	0	200,000	
Year Total	200,000	0	200,000	
2024				
Adult / Child skis, bindings and boots	360,000	0	360,000	
Year Total	360,000	0	360,000	
2025				
Snowboard equipment	210,000	0	210,000	
Year Total	210,000	0	210,000	
2028				
Adult / Child skis, bindings and boots	380,000	0	380,000	
Year Total	380,000	0	380,000	
2029				
Snowboard equipment	240,000	0	240,000	
Year Total	240,000	0	240,000	
	1,390,000	0	1,390,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2016	Jul 1, 2020	Dec 1, 2020	Director of Skier Services	



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

PURCHASE ORDER

P.O. NUMBER	DATE
21-0186	03/26/2021

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
1448 Salomon USA PO Box 3141 Carol Stream, IL 60132-3141	775-832-1100	Incline Village GID 893 Southwood Blvd. Incline Village, NV 89451 75-832-1100 ap@ivgid.org

*** This is Not an Approved PO ***

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00	Each	Purchase of Replacement Rental Shop Equipment 2020/2021 Capital Improvement Project # 3468RE0002	\$264,840.48	\$264,840.48	540-00-000-8120 Project # 3468RE0002

TOTAL				\$ 264,840.48	
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Comments:
USER ID

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-7600004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense **Title and risk of loss on all items shipped shall pass to the buyer at the F. O. B. destination.**

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.


Indra Winquest General Manager

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

This Equipment Purchase Agreement (“Agreement”) is entered into on **date** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and **Amer Sports, dba Salomon USA**, with its principal place of business at 2030 Lincoln Avenue, Ogden, Utah, 84401 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1 - Definitions.

- A.** “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit A.

Section 2 - Materials and Workmanship.

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

Section 3 - Inspections and Tests.

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

Section 4 - Warranty.

- A.** Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of one year, or such longer period as provided by a manufacturer’s warranty or set forth in Exhibit A, from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with

the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

- B.** Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4 - B.
- C.** For any breach of the warranties contained in Section 4 - A and Section 4 - B, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

 - 1. Repair the defective Equipment;
 - 2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
- D.** Repay to District the purchase price of the defective Equipment.
- E.** If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.
- F.** Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.
- G.** In the event of a breach by Contractor of its obligations under this Section 4 - , District will not be limited to the remedies set forth in this Section 4 - , but will have all the rights and remedies permitted by applicable law.

Section 5 - **Prices.**

- A.** Unless expressly provided otherwise, all prices and fees specified in Exhibit A, attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative. Compensation shall be as indicated in Exhibit A, with a total amount of **Two Hundred Sixty-Four Thousand Eight Hundred Forty Dollars and Forty-Eight Cents (\$264,840.48)**, to be billed as a fixed fee based on percentage complete measured against the estimated time schedule set forth in Exhibit A. In no event shall compensation for any Activity identified in Exhibit A exceed the amount set forth in the attachment. The fixed fee shall include Reimbursable Expenses and all charges for packing, freight and transportation to

destination, and Contractor shall not request or receive any additional payments for such expenses.

Section 6 - **Changes.**

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

Section 7 - **Payments.**

- A.** Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to AP@IVGID.org.
- B.** If Progress Milestones have been specified Exhibit A, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by District upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit A. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit A and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit A or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by District in advance of the first invoice cycle.
- C.** Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.
- D.** Payment of the final Progress Milestone payment or any retention will be made by District upon:
 - 1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit A and in the amount associated with the Progress Milestone;
 - 2. Written acceptance of the Equipment by District;
 - 3. Delivery of all drawings and specifications, if required by District;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
 5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.
 6. If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.
- E.** Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7 - D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8 - Schedule for Delivery.

- A.** The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$250.00 for each calendar day for which the Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit A.
- B.** In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9 - Taxes.

- A.** Per Section 2.B.9, prices quoted for the Equipment must be exclusive of Federal and State taxes, as the District is exempt from such taxes.
- B.** Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- C.** All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

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

Section 10 - **Independent Contractor.**

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

Section 11 - **Subcontracts.**

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

Section 12 - **Title and Risk of Loss.**

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

Section 13 - **Indemnification.**

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

- B.** Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- C.** Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14 - **Insurance.**

- A.** General. Contractor shall take out and maintain:
 - 1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
 - 2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
 - 3. Workers' Compensation in compliance with applicable statutory requirements; and
 - 4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.
- B.** Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.
- C.** Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District.
- D.** Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and

approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

- E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15 - **Liens.**

- A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.
- B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16 - **Termination of Agreement by District.**

- A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.
- B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

- C. On receipt of notice under Section 16 - B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,
1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
 2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
 3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.
- D. Upon termination pursuant to Section 16 - B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7 - C.

Section 17 - **Miscellaneous Provisions.**

- A. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.
- B. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- C. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- D. 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.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- F. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- G. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

- H. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- I. 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.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- K. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.
- L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.
- M. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

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

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

Contractor:
AMER SPORTS, DBA SALOMON USA
Agreed to:

By: _____
Indra Winquest
IVGID General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date
Approve as to Form:

Date

Joshua Nelson
District General Counsel

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

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

Contractor's address for giving notice:
AMER SPORTS dba SALOMON USA
2030 Lincoln Avenue
Ogden, Utah 84401
916-502-2472, Chris Tiller, Sales Rep.
Chris.tiller@salomon.com



SECTION 1 – REQUEST FOR PROPOSALS (RFP)

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals to provide new rental ski equipment for use at Diamond Peak Ski Resort. The procurement includes Adult and Junior skis with integrated binding system and ski boots.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Rental Shop Ski Equipment Procurement

Submission of samples for proposed skis with integrated bindings and boots in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at <https://www.yourtahoepace.com/ivgid/resources/purchasing>, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included in Section 3 of this RFP. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 – INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new rental ski equipment for use at the Diamond Peak Ski Resort.
- b. In the space provided on the Proposal Form, vendors shall indicate the minimum order quantities that may apply to additional orders placed during the term of the resultant agreement.
- c. There shall be no guarantee beyond initial awarded quantities as to any additional quantities to be purchased during the period of time for which a resultant agreement shall be in effect.

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

3. **PROPOSAL EVALUATION:** All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, as determined by the Buyer.

B. SUBMISSION OF PROPOSALS

1. Proposals shall be submitted in a **sealed opaque envelope**, with the outside clearly marked as follows:

“Diamond Peak Rental Ski Equipment”

- Vendors are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will not be considered.
 - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or FAX will not be accepted.
2. Sealed proposals will be received at the offices of the IVGID Public Works Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
 3. Late, incomplete or unsigned Proposals shall receive no consideration.
 4. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. An authorized agent of the firm must sign all Proposals.
 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
 8. Prices must be stated in units specified. Prices for initial purchase quantities must be effective until delivery.
 9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

C. DELIVERY INFORMATION:

1. Shipping is FOB Destination and should be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, Nevada 89451, no later than November 01, 2021.
2. Liquidated Damages: Supplier and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of equipment is not completed within the time specified in Paragraph C.1., above. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the District if equipment is not received in time. Accordingly, instead of requiring any such proof, District and

Supplier agree that, as liquidated damages for delay (but not as a penalty), Supplier shall pay District \$250 for each day that expires after the time specified in Paragraph C.1., above, until the complete order is delivered.

D. COMPLETE PROPOSAL PACKAGE:

1. A complete Proposal shall include this document, pages 1 through 11, inclusive, together with the following:
 - a. Warranty information per Section 5 of this Proposal Package.
 - b. A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a Ski rental fleet of an equivalent contract size and scope to that requested in this request for proposals.
 - c. A guarantee to provide additional equipment in the same style in unlimited quantities for three (3) years.
2. To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other support data for the merchandise proposed.
3. Vendor is required to submit samples of its proposed product to Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada by end-of-business February 20, 2021 with pick up on or after March 20, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Rental Manager Tatiana Montabello at 775-832-1138, TNM@ivgid.org.
 - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of ten (10) days to allow for a thorough evaluation.
 - b. All samples shall be submitted, delivered, and picked up at vendor's own expense.
 - c. A minimum of one (1) sample of each bid item must be provided in the adult and junior equipment. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.

E. JOINDER PROVISION

Not applicable to this proposal.

- F. ADDITIONAL ORDERS:** Additional orders that meet the successful firm's minimum order requirements shall include coordination of delivery as specified above. Pricing for shipment shall be itemized at the time of placement of additional orders.

- G. FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Proposal. For any additional orders, the successful firm shall guarantee their prices for a minimum of one (1) year from proposal award exclusive of itemized shipping costs. District reserves the right to purchase additional items at any point during the three (3) year product availability guarantee.

H. EXCEPTIONS:

1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the vendor meets all requirements.

I. DAMAGED GOODS: Damaged goods shall be replaced by the successful Firm at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution.

J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Proposal.

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

L. QUANTITIES TO BE PURCHASED: Quantities provided in this RFP are estimates only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.

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

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

SECTION 3 – PROPOSAL EVALUATION CHECKLIST

A. Proposals shall be reviewed for responsiveness by District staff on the following parameters:

- Proposal conditions met
- Conformance to the Specifications
- Unit Pricing – 1-Year Guarantee
- Additional Quantities – 3-Year Availability Guarantee
- Warranty
- Defined Exceptions
- Environmental and Social Responsibility

SECTION 4 – SKI EQUIPMENT TECHNICAL SPECIFICATIONS:

A. GENERAL INFORMATION

- Provide a training program to train Diamond Peak staff on use and application of equipment for both Adults and Juniors.
- Products may not include graphics which discriminate on the basis of an individual's race, color, religion, sex, nation origin, height weight, marital status, political belief, genetic information, disability, and/or handicap. Graphics shall not be sexual or profane in nature.
- Adult and Junior specific integrated Ski/binding system available.
- An Integrated bar code system on skis and boots shall be available.
- Shall include a color coordinated ski boot and binding adjustment-sizing system.
- Products that feature one or more of the following environmentally friendly materials and socially responsible manufacturing processes will be given priority in the bid selection process:
 - FSC (Forest Stewardship Council) Certified sustainable wood cores.
 - Recycled content sidewalls or core materials.
 - Low VOC resins and/or glues.
 - Alternative inks, printing and/or laminating processes.
 - Factory wax without chlorofluorocarbon chemicals (PFCs or PFOAs)
 - End of use recycling or take-back program.
 - Fair Trade Certified or other independent fair labor assessment of manufacturing facilities.
 - Manufacturing facilities are powered by renewable energy.
 - Zero waste program at manufacturing facilities.
 - Hazardous waste management program at manufacturing facilities.
 - Product and/or manufacturing emissions are offset with carbon credits.

EQUIPMENT

Skis:

- All Skis shall be a beginner specific model/type.
- Barcode should match on both skis
- All Skis shall have a tip measurement that does not exceed 125mm
- Shall arrive with the base plate mounted on the skis

Ski Bindings:

- Shall have the ability to adjust length by hand, no tools required
- Shall include both an adjustable toe and heel piece

- Shall include Junior specific bindings. Junior bindings shall be able to be adjusted for both junior and adult size boots up to a men's size 9 boot.
- Shall include a color coordinated boot and binding sizing system.
- DIN range on adult bindings need to go from a 3 to a 10 minimum and on Junior bindings needs to go from a .5 to a 4.5 minimum.
- All bindings shall be compatible with either grip-walk or non-grip walk boots.
- Forward pressure indicator need to be easily identifiable.

Ski Boots:

- Shall include a color coordinated boot and binding sizing system.
- Adult Unisex/Mens/Womens and Junior's specific ski boots available
- Adult boots must be a 4-buckle configuration, ladder straps for the top buckles are acceptable.
- All adult boots must be front entry.
- All boots need to have a replaceable toe and heel pieces.
- All boots shall be a beginner model boot, not exceeding a 100 flex rating
- Shall include the size of the boot easily identifiable on boot exterior
- All boots shall **NOT** include power straps or must be removed by company representative.
- Shall include individual sole lengths corresponding to boot size

Estimated Quantities and Approximate Size

- Skis:

585 – Adult:

175 – 147cm	160– 161cm	35 – 175cm
175 – 154cm	40 – 168cm	

534 - Junior:

20 – 70cm	100 – 100cm	70 – 130cm
74 – 80cm	54 – 110cm	70 – 140cm
74 – 90cm	72 – 120cm	

- Ski boots:

815 – Adult:

Men's sizes

7 – 45 pairs	10 – 120 pairs	13 – 25 pairs
8 – 70 pairs	11 – 90 pairs	14 – 7 pairs
9– 115 pairs	12 – 40 pairs	15 – 3 pairs

Women's sizes

4 – 5 pairs	6 – 60 pairs	8 – 70 pairs
5 – 35 pairs	7 – 80 pairs	9 – 50 pairs
585 – Junior:		
10c – 40 pairs	1 – 90 pairs	5 – 40 pairs
11c – 40 pairs	2 – 110 pairs	6 – 10 pairs
12c – 40 pairs	3 – 85 pairs	
13c – 60 pairs	4 – 80 pairs	

SECTION 5 - PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the rental skis, bindings and boots equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.



SECTION 6 – PROPOSAL FORM

The undersigned vendor shall provide new rental ski equipment for the Diamond Peak Ski Resort meeting the attached specifications.

A price should be stated in both numbers and in words in the spaces provided on this form. Provide a minimum quantity required for orders.

Proposals returned on a form other than this one will **not** be accepted.

Description	Unit	Est. Qty.	Unit Price	Total Price
Adult Skis/Binding System Size 147cm to 175cm	Pair	585	\$ 172.80	\$ 101,088.00
Junior Skis/Binding System Size 70cm to 130cm	Pair	534	\$ 115.92 125.98	\$ 63,211.68
Adult Ski Boot - Men's size 25 to 33.5	Pair	515	\$ 86.40	\$ 44,496.00
Adult Ski Boot - Women's Size 22.5 to 27.5	Pair	300	\$ 86.40	\$ 25,920.00
Junior Ski Boot Size 15 to 23.5	Pair	585	\$ 46.08 50.40 55.44	\$ 30,124.80
Shipping				\$ 0.00
Total Price in Numbers:	\$ 264,840.48			
Total Price in Words:	Two hundred sixty four thousand eight hundred forty dollars and forty eight cents			

Exceptions (attach additional pages as necessary):

Printed sole length coding for ski, boot, binding sizing adjustment system

Product warranty period is 2 years

CSV file to be provided to match individual ski bar codes in place of matching bar codes per pair. This can be uploaded to the rental system in place of scanning both individual skis.



Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	February 22, 2021

List any additional merchandise or options that may be included with this purchase at no additional cost to IVGID dba Diamond Peak Ski Resort:

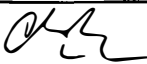
Skis will be mounted at the factory free of charge for a cost savings of \$3,916.50

Vendor will cover shipping for a cost savings of \$10,593.60

Salomon will provide free product up to 1% of total purchase price based on wholesale value for resort marketing, promotions, events, etc.

Anticipation is available at 1% a month for early payment with a maximum of 3 months

Type or Print Name of Vendor: Chris Tiller

Signature of Vendor: 

Date: March 2, 2021

Title: Sales Representative

Phone No. 916-502-2472 Email: chris.tiller@salomon.com

SECTION 7 – DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Salomon

Address: 2030 Lincoln Ave.

City, St, Zip: Ogden, UT 84401

Date Business Started: 1947

Principal Address of Company: 2030 Lincoln Ave

Ogden, UT 84401



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

Name: Jordan Judd Official Capacity: General Manager

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Mike Adams Official Capacity: Senior VP

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Erik Anderson Official Capacity: Market Director

Address: 2030 Lincoln Ave, Ogden, UT 84401

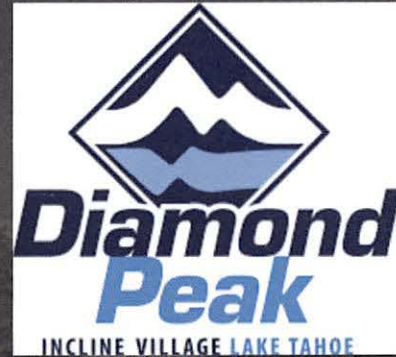
SECTION 8 - REFERENCES

A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a ski rental fleet of an equivalent contract size and scope to that requested in this request for proposals.

Contact Name & Phone Number	Description of Work	Contract Value	Date Complete
Josh Allen Squaw Valley Ski Corp 603-556-3038	Salomon ski boots	\$ 109,950.00	still in service
	Salomon skis and bindings		
Reese Thedford Mt Bachelor 971-570-8261	Salomon skis, boots, bindings	\$ 225,000.00	still in service
Jason Watts Vail Resorts 775-530-8163	Salomon ski, boots, bindings	\$ 250,000.00+	still in service

Attach additional sheets if necessary.

END OF PROPOSAL DOCUMENTS



PARTNERSHIP PROPOSAL

salomon 



salomon

TIME TO PLAY

Dedicated to Winter sports equipment since 1947,
Salomon offers an inspiring and inclusive vision of
fun in the mountains.

It's Time to Play

SNOWBASIN RESORT COMPANY

SALOMON BRAND



THE SALOMON BRAND

WE ENRICH PEOPLE'S LIVES BY
ENABLING THEM TO PLAY
OUTSIDE EVERY DAY

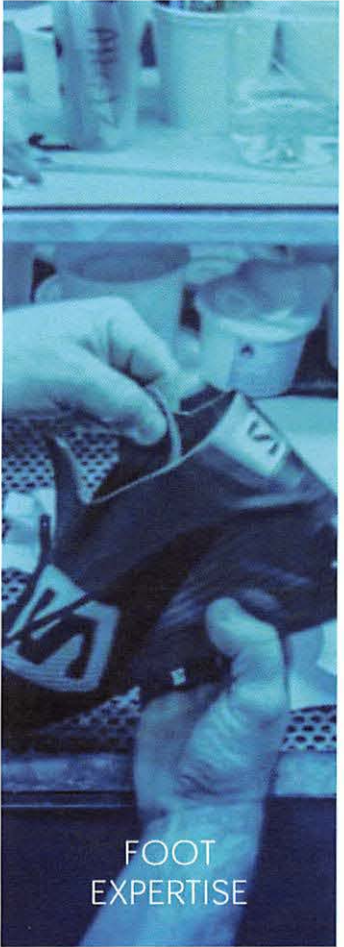
TO ENJOY THE EXPERIENCE

TO LEARN AND PROGRESS

TO REWRITE THE RULES



OUR BRAND ROOTS



OUR YEAR-ROUND RELEVANCE





SNOWBASIN RESORT COMPANY

THE SALOMON RENTAL DIFFERENCE



THE SALOMON RENTAL DIFFERENCE

- TOUCHLESS RENTAL
- ADVANCED SHIPPING NOTICES
- BULK PACKAGING
- PREMOUNTING AND PRETESTING
- VALUE AND PERFORMANCE
- EASE OF USE



TOUCHLESS TRANSACTION

GATHERING

- GUEST ENTERS INFORMATION, ABILITY, SIZING, GENDER

SIZING

- SELECT CORRECT SIZING
- CUSTOMER STAYS IN BOOTS

SETUP

- BSL ADJUSTMENT TO MATCH RECORDED SIZE IN SYSTEM
- DIN ADJUSTMENT W/HEEL LEVER UP MATCHING RELEASE FORM

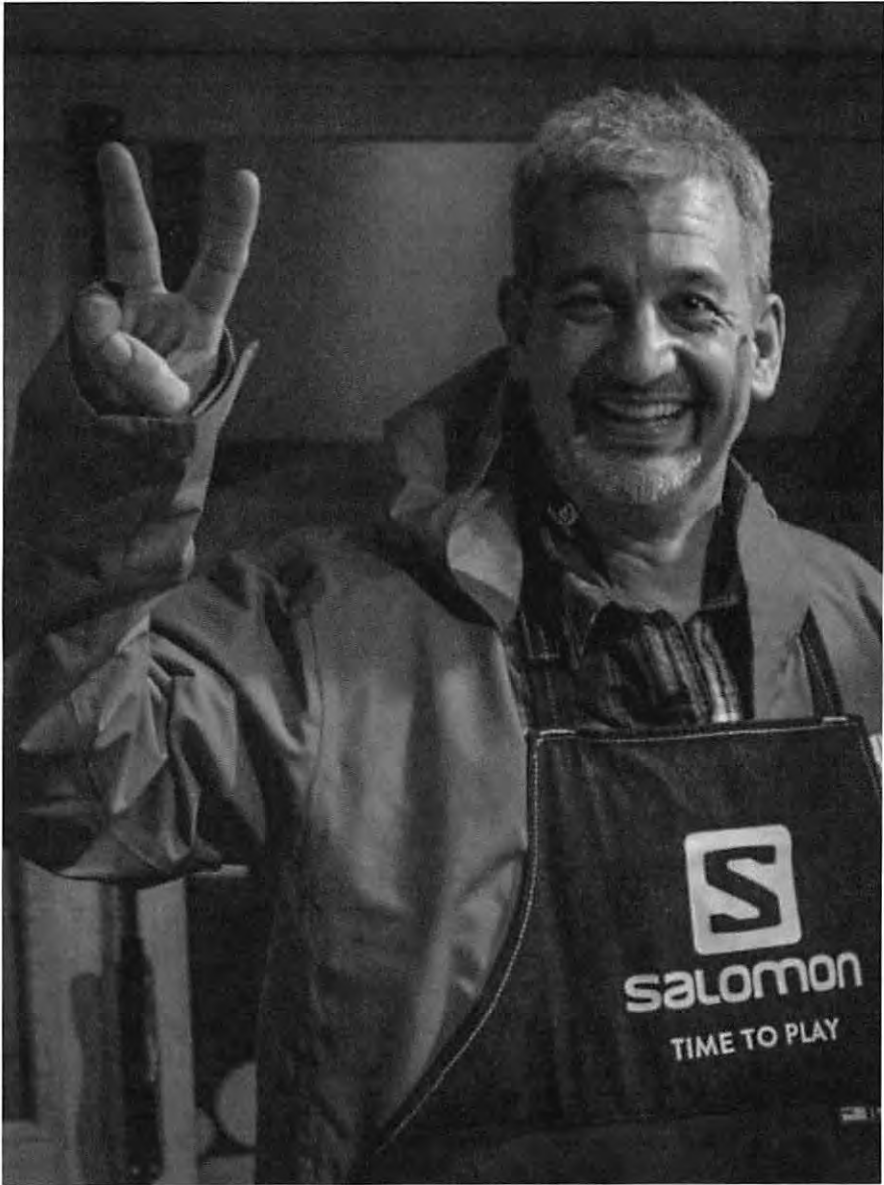
SKIP

- NO FORWARD PRESSURE CHECK (SALOMON INVENTORY)
- NO ACKNOWLEDGEMENT OF VISUAL INDICATOR SETTING

SKI

- GUEST OUT THE DOOR ON THE HILL WITH A FANTASTIC EXPERIENCE

ADVANCE SHIPPING NOTIFICATION PROCESS



VALUE ADDED SERVICES



BULK PACKAGING

4 rental boot models are available in bulk packaging

45% waste reduction

No additional charge



PRE-MOUNTING

Premounting Services : \$3.50/pair

Pretesting Services : \$1500 flat fee

Packaged 2 in 1, 30% reduction in space and waste



VALUE,
PERFORMANCE AND
EASE OF USE

TIP PROTECTOR
EXTEND THE SKI LIFE

SHARK TOPSHEET
INDUSTRY LEADING THICKNESS 0.7_{mm}
TO RESIST SCRATCHES AND CHIPPING

25% THICKER EDGES
MORE TUNING CYCLES
AND BETTER SHOCK
RESISTANCE

EXTRA-THICK
1.8_{mm} BLACK
BASE
EASY TO FIX AND
MORE TUNING
CYCLES



1. ERGO LEVER
EASY, LOW-FORCE ACTION

2. STEP-IN ROLLERS
LOWEST STEP-IN FORCE

3. BARCODE PLATE
RESESSED FOR DURABILITY

4. HIGH-CONTRAST DIN



BINDING FEATURES

BAR CODE



DIN HEEL VISIBILITY



ERGONOMIC LEVERS



DIN & LENGTH LATERAL MARKINGS



HIGH-VIS FORWARD PRESSURE INDICATOR



DIN SCREW ACCESS HEEL



MULTI TOOL SCREW



SNOWBASIN RESORT COMPANY

ALPINE ASSORTMENT



RENTAL - DISTANCE RANGE

PROGRESSION AND EASE OF USE

PROGRESSIVE & INTUITIVE RENTAL PACKAGE W/ RETAIL DESIGN

3 YEAR
C/O
19-21

DISTANCE 72 : EASY TO STEER, LIGHT AND AFFORDABLE



DISTANCE 76/ W76 : WOODCORE RESORT
CRUISER



RENTAL - DISTANCE

RANGE RECAP

MODEL	DISTANCE 76	DISTANCE W 76	DISTANCE 72	DISTANCE 125
	c/o	c/o	c/o	c/o
PRICE	\$265 WHSL / \$198.75 NET	\$265 WHSL / \$198.75 NET	\$240 WHSL / \$180 NET	\$240 WHSL / \$180 NET
LENGTH	130 140 150 160 170 180	130 140 150 160 170	130 140 150 155 160 165 170	125
WAIST	76	76	72	72
WEIGHT WITH BINDING	1860 g 2675 g	1580 g 2400 g	1316 g 2131 g	1567 g 2382 g
CONSTRUCTION	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES
TIP PROTECTOR	METAL	METAL	PLASTIC	PLASTIC
TOP SHEET	SHARK	SHARK	SHARK	SHARK
CAMBER PROFILE	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER
PLATE	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURETRACK 2 PARTS
BINDING	M10 GW	M10 GW	M10 GW	M10 GW



Ski Specs

NAME	(cm)	Tip (mm)	Waist (mm)	Tail (mm)	(m)	(mm)	(gr by 1/2 pair)
E DISTANCE 72 + M10 GW L80	130	109	68	90	11	550	777
	140	114	70	96	11	594	1137
	150	117	71	99	12	644	1237
	155	120	72	99	12	638	1269
	160	121	72	100	13	663	1310
	165	122	73	102	14	688	1350
	170	123	73	103	14	713	1390

QST JR AND LUX JR

PROGRESS WITH STYLE



CONSUMER BENEFITS

EASY STEERING

PRECISION

ADAPTABLE

RENTAL BENEFITS

DURABILITY

EASE OF USE

EFFICIENCY

CHILDREN

RANGE CHART

MODEL	QST Jr		LUX Jr	
	CO		CO	
PRICE \$161/\$174 WHSL \$120.75/\$130.50 NET	XS / S \$120.75 net	M \$130.50 net	XS / S \$120.75 net	M \$130.50 net
TARGET	CHILD/TEEN		CHILD/TEEN	
LENGTH	70 80 90 XS 100 110 120 S 130 140 150 M		70 80 90 XS 100 110 120 S 130 140 150 M	
WEIGHT WITH BINDING	773 g 1359 g		773 g 1359 g	
RADIUS	11		11	
CONSTRUCTION	EASYFLEX TECHNOLOGY CAP COMPOSITE		EASYFLEX TECHNOLOGY CAP COMPOSITE	
TOP SHEET	SHARK		SHARK	
PLATE	JUNIORTRAK		JUNIORTRAK	
BINDING	C5 GW	L6 GW	C5 GW	L6 GW



MADE FOR RENTAL



BOOTS

1. BARCODE HOLDER
SECURING THE BARCODE OVER TIME
2. SPECIFIC DURABLE LINER AND STRAPS
CLEAN LOOKING THROUGH NUMEROUS USAGES
3. TOOLLESS TOOTH ADJUSTMENT
TO QUICKLY ADAPT
4. POLYURETHANE SHELL
scratch resistant and durable over time
5. MICRO ADJUSTABLE BUCKLES
EASY AND CONVENIENT
6. VISIBLE SIZE AND SOLE LENGTH PRINT
easy to see for safer & faster adjustments

DISTANCE 60

COMFORT FIT WITH PHENOMENAL HEEL AND ANKLE RETENTION



DISTANCE 60

TN

\$ 120

104 mm

1,81 kg

22.5 to 32.5

TWINFRAME

POLYURETHANE

POLYOLEFIN

MY THERMICFIT

NO STRAP

ALPINE PREMOUNTED
ISO 5355

GRIP
WALK
OPTION

RENTAL PLATE FOR BARCODE
SIZE MARKING BETWEEN THE 2
FRONT BUCKLES + ON THE REAR
CUFF

AVAILABLE AS A 4in1 PACKAGING
OPTION REDUCING WASTE BY
45% MASS AND BOOSTING
EFFICIENCY IN RECEIVING



ADJUSTEMENT

MODEL

STATUS

PRICE

LAST

WEIGHT

SIZING

TECHNOLOGIES

SHELL

CUFF





LINER

STRAP

PADS

JUNIOR LEARN AND EARN / RENTAL

RANGE CHART

MODEL				
	T3 RT / GIRLY	T2 RT / GIRLY	T1	T1 GIRLY
	CO	CO	CO	CO
PRICE	\$ 77 WHSL / \$57.75 NET	\$ 70 WHSL / \$52.50 NET	\$ 64 WHSL / \$48 NET	\$ 64 WHSL / \$48 NET
SIZING	22.5 to 26.5	18 to 21	14 to 18	15 to 18
TECHNOLOGIES	--	--	--	--
SHELL	POLYURETHANE	POLYURETHANE	POLYOLEFIN	POLYOLEFIN
CUFF	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN
LINER	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE
PADS	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355
ADJUSTMENT	3 RIVETED VARIO PLASTIC BUCKLES RIVETED OVERSIZED PIVOT BINDING SET COLOR CODING RENTAL BARCODE STICKER	2 RIVETED VARIO PLASTIC BUCKLES RIVETED OVERSIZED PIVOT BINDING SET COLOR CODING RENTAL BARCODE STICKER RENTAL BARCODE STICKER	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT

MARKETING ACTIVATION





STRATEGY:
EXPERIENCED STAFF & TECHNICIANS
PROUD TO BE PARTNERED WITH SALOMON

DELIVERABLES:

- CUSTOM TRAINING
- SALOMON WSE GUIDE
- IN PERSON BRAND SUPPORT




SNOWBASIN RESORT COMPANY

SUSTAINABLE PRACTICES



SUSTAINABILITY OVERVIEW

RENEWABLE ENERGY	ENERGY RECOVERY	RECYCLED PLASTICS	RESOURCE EFFICIENCY	WASTE RECYCLING	TRANSPORT EFFICIENCY
					
<p>We heat our ski presses with wood chips. This low-carbon fuel source is waste from the forestry industry, local to Altenmarkt.</p> <p>As a result, we are saving 10.000 m3 of oil annually. This has a massive impact on our CO2 emissions.</p>	<p>Excess heat generated by our ski presses is used to heat the entire Altenmarkt facility.</p> <p>This leads to a reduction in energy needs across the entire facility of 48%.</p>	<p>Currently, 50% of the boots we manufacture contain a minimum of 30% recycled plastic.</p> <p>In 2019 we used 181 tons of recycled material. This amount will increase in 2020</p>	<p>Investment in CNC technology has allowed us to save material when shaping our wood cores.</p> <p>Precision manufacturing allows us to reduce raw-material consumption</p>	<p>All waste materials are sorted at the factory to allow them to be reused/sold on.</p> <p>Allow raw materials to be reused in other industries</p>	<p>Through the development of our new logistics center we ensure our vehicles transport goods both ways and never run empty.</p> <p>Reduction of our overall carbon footprint.</p>

Altenmarkt Ski Factory is Smart and Green



Amer Sports Winter Sports Equipment manufacturing facility in Altenmarkt, Austria applies innovative measures on reducing its carbon footprint, being more sustainable, and recycling more. These questions are cornerstones of all its operations.

The heating energy for both the ski factory and the town of Alternmarkt comes solely from biomass, and the electrical power consumption of the plant has been 100% renewable for many years.

Previously, the factory consumed almost one million liters of oil every year. Today, oil is not needed any more, and the factory has reduced its annual CO2 emissions by 10 million kilograms.

To improve air quality and energy efficiency, Amer Sports has invested in new exhaust and fresh air devices (with heat recovery technology) at its facility in Altenmarkt. This cuts energy use and the facility's scope 2 emissions



Altenmarkt Ski Factory is Smart and Green



The Winter Sports Equipment factory in Altenmarkt reduced its production waste by 25%. The achievement was highlighted by the Austrian TV channel as a good example of successful waste management.

These improvements in waste management also gained the factory two environmental nominations last year: the ÖGUT Umwelt Preis, which is an exceptional prize for companies who engage in environment protection and for the Energy Globe Award in category Earth.

In the complex production processes, there are lots of different materials and components used. Instead of just separating the materials and paying for recycling service, WSE is now able to sell these separated materials to the companies in other industries which needs them in their production. Our Boot facility recycles every reusable amount of material to produce additional ski boots as well as smaller items like our spare lens holders for some goggle models





Amer Sports Winter and Outdoor is EPA's Green Power Partner

Amer Sports Winter and Outdoor in Ogden participates in the EPA's (United States Environmental Protection Agency) Green Power Partnership. Currently 27% of its annual power usage, or 23,000 kWh (Third-Party Certified Green Power Product) is wind produced, and we are looking to increase that amount. www.epa.gov/greenpower/



Call of Ideas

Amer Sports Winter Sports Equipment manufacturing facility is actively seeking and implementing new ideas to reduce its greenhouse gas emissions. It has launched an initiative to generate new ideas and the initiative is named Call of ideas. Out of the 130 ideas, 9 have been approved and adopted into practice.

These include:

Reuse of Phenol scrap to build new cutting tools

Reuse ski packaging material, which are today thrown away by random check workers. (styropor pieces and carton between the skis)

ABS Waste sent back to supplier for recycling

Improve heating system control, to avoid energy lost

Reuse carton inlays for roll

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly approve a Procurement Contract for the Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms; 2020/2021 Capital Improvement Project: Fund: Community Services; Program: Ski; Project #3499OE1205; Vendor: Pacific Crest Uniform Company dba Mountain Uniforms in the amount of \$92,460

STRATEGIC PLAN: Long Range Principle #2 – Workforce
Long Range Principle #4 – Service
Long Range Principle #5 – Assets & Infrastructure

DATE: March 20, 2021

I. RECOMMENDATION

Staff recommends that the Board of Trustees make a motion to:

1. Approve a procurement contract to Pacific Crest Uniform Company dba Mountain Uniforms totaling \$92,460 for the manufacturing and delivery of Staff outdoor uniforms to Diamond Peak Ski Resort.
2. Authorize Staff to execute all purchase documents based on a review by General Counsel and Staff.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #2 – Work Force – The District will attract, maintain, and retain a highly qualified, motivated, and productive workforce to meet the needs of District venues

- The District will continue to provide a safe environment and continue to strive for low workers compensation incidents.

Long Range Principle #4 – Service – The District will provide superior quality service and value to its customers considering responsible use of District resources and assets.

- The District will utilize best practice standards for delivery of services.

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 activities.

- The District will maintain, procure, expand, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The contract proposed for award addresses the end of life cycle replacement of the outdoor uniforms utilized by Diamond Peak Staff. The jackets and pants proposed for purchase are critical to providing Diamond Peak on-mountain staff (primarily Ski School and Mountain Operations) with protection from the cold temperatures and inclement weather conditions they are required to work in. Additionally, the uniforms are critical to allowing customers to identify Diamond Peak Staff on the mountain and ensuring Staff maintains a consistent and professional appearance.

The current inventory of outdoor uniforms was purchased in 2017 and has been utilized for four seasons. Over the course of District operations, the normal outdoor uniform replacement cycle has been extended from three seasons to four seasons due to improvements in materials and quality of manufacturing in the industry.

The proposed contract will provide a new inventory of 335 jackets, 335 pants (ranging in size from extra small to double extra-large). Delivery is guaranteed by November 15, 2021, the uniforms come with a one year manufacturer's warranty, and the contract guarantees availability of replacement stock in the same style and colorway for a four year period. Staff will note the previous uniform contract award included 335 mid-layer jackets that were not included in the present proposal as to reduce the overall project expense.

The proposed contract represents an identical outdoor uniform inventory of 335 jackets and pants from the 2017 procurement award. This is to provide an adequate inventory to meet periods of peak on-mountain staffing, ensure sufficient stock in all size ranges, and to have a reasonable quantity of on-hand spares to replace uniforms damaged during the season.

IV. BID RESULTS

The District publicly advertised this project for bidding and Requests for Proposals including specifications were sent out to six potential bidders. Two bids were received and opened on March 3, 2021. The bid results are as follows:

Vendor	Total Bid Amount
Mountain Uniforms	\$92,460
Schure Sports	\$88,065

Staff will note that Schure Sports is the lowest bidder although the bid was deemed non-responsive for failure to meet required conformance to specifications as well as failure to meet bid technical specifications for construction, water proofing and design details. The two proposals were evaluated by a four member panel on March 10, 2021. The panel included the Director of Skiing Services, Reception/Admin Clerk, Assistant Lift Operations Manager and Mountain Operations Manager. The panel members scored the two proposals based on the stated criteria; the results are presented below.

Evaluation Criteria	Schure Sports	Mountain Uniforms	Maximum Score
Proposal Conditions Met	10	20	20
Conformance to Specifications	20	40	40
Pricing – 1 Year Guarantee	5	5	5
Additional Quantities	2	4	5
Apparel Warranty	3	5	5
Defined Written Exceptions	2	10	10
Proposed Compensation	15	9	15
Overall Evaluation Score	57	93	100

Review, Discuss and Possibly Approve a Procurement Contract for the Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms - 2020/2021 CIP Project: Fund: Community Services; Program: Ski; Project # 3499OE1205; Vendor: Pacific Crest Uniform Company, in the Amount of \$92,460

March 20, 2021

The lowest responsive and responsible bidder is Mountain Uniforms. District Staff reviewed the bid documents and checked references for the vendor and has recommended award of this procurement to Mountain Uniforms. Mountain Uniforms successfully supplied the current inventory of uniforms in 2012 and 2017 and have met District operating and performance expectations. Additionally, Mountain Uniforms is based in Incline Village and the company principals are residents.

V. FINANCIAL IMPACT AND BUDGET

A total of \$135,000 is included in the 2020/2021 Capital Budget for the purchase of the proposed outdoor uniforms (see attached data sheet). The purchase price proposed for award totals \$92,460 which is \$42,540 under the budgeted amount.

Staff has included in the table below a proposed Fiscal Year ending June 30, 2021 Capital Improvement Project status report.

Incline Village General Improvement District		Capital Improvement Projects Report to the Board of Trustees							PROPOSED For the Year Ending June 30, 2021			
DESCRIPTION	PROJECT #	Original Budget	Prior Year	Current Year			Future Year Reservation Fund Balance	FY2020/21 Adjusted Budget	Fiscal Year Expenditures As of 12/31/20	Variance	Status	
			Carry Forward	Budgeted	Projects Cancelled	Adjustments						Reallocation
Diamond Peak Ski Resort:												
Base Lodge Walk In Cooler and Food Prep Reconfiguration	3453BD1808	15,000	25,000	15,000				40,000	-	40,000	In Progress	
Crystal Express Ski Lift Maintenance and Improvements	3462HE1502	55,000		55,000				55,000	34,793	30,207	Complete	
Lakeview Ski Lift Maintenance and Improvements	3462HE1702	25,000	238,894	25,000		CFWD Adj		264,894	169,720	95,144	Complete	
Ridge Ski Lift Maintenance and Improvements	3462HE1903	45,000		45,000				45,000	27,850	17,150	Complete	
Ski Resort Snowmobile Fleet Replacement	3454LE1801	18,000		18,000				18,000	14,452	1,548	Complete	
2013 Yamaha Rhino (ATV) #674	3454LV1732	21,000		21,000				21,000	-	21,000	In Progress	
Replace Ski Rental Equipment	3458RE0002	200,000	335,000	200,000				535,000	-	535,000	In Progress	
Replace 2010 Shuttle Bus #635	3466HE1739	140,000		140,000				140,000	-	140,000	Delayed	
Replace 2010 Shuttle Bus #636	3466HE1740	140,000		140,000				140,000	-	140,000	Delayed	
Pavement Maintenance, Diamond Peak and Ski Way	3466LI1105	25,000		25,000				25,000	1,300	23,700	In Progress	
Ski Way and Diamond Peak Parking Lot Reconstruction	3466LI1805	300,000	220,000	300,000		CFWD Adj		520,000	9,000	512,000	Multi-Year	
Diamond Peak Facilities Flooring Material Replacement	3499BD1710	55,000		55,000				55,000	-	55,000	In Progress	
Arc Flash Study - Ski	3499BD2002	20,000		20,000				20,000	-	20,000	In Progress	
Ecommerce/Middleware Software	3499OE1909	202,000	202,000	-				202,000	120,000	82,000	Complete	
Replace Staff Uniforms	3499OE1205	135,000		135,000				135,000	-	135,000	In Progress	
Ski Master Plan Implementation (Entitlements)	3653BD1501	750,000	450,000	-			(400,000)	50,000	2,760	47,240	Delayed	
Total Diamond Peak		\$ 2,144,000	\$ 1,471,864	\$ 1,192,000	\$ -	\$ -	\$ -	\$ (400,000)	\$ 2,263,864	\$ 498,975	\$ 1,854,989	

VI. ALTERNATIVES

Defer or eliminate replacing the Diamond Peak Staff outdoor uniforms and accept the inadequate condition provided by the current inventory. Doing so will reduce the District's ability to provide adequate equipment to allow on-mountain Staff to complete their jobs and will result in an impact to the customer experience as well as the quality of Diamond Peak's brand.

VII. COMMENTS

As the District has practiced in the past, the retired uniforms will be collected, packaged, and delivered to the National Ski Areas Association and work in cooperation with the Sharing Warmth Around The Globe (SWAG) program. The SWAG program collects retired uniforms and garments from ski resorts, shipping and distributing them outside of the United States to cold weather countries in order to provide individuals in need of warm clothing.

VIII. BUSINESS IMPACT

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



*Bid Rec'd 3/3
@ 10:36 P2*

To: Ronnie Rector, Contracts Administrator, IVGID
Re: Diamond Peak Ski Staff Outdoor Uniform Procurement
CIP #3499OE1205

From: Kim Stearns, Mountain Uniforms
Date: March 2, 2021

Enclosed for consideration is a bid for proposal for outdoor uniforms for delivery before November 15, 2021. Our bid meets or exceeds the specifications as we are quoting ALL seams sealed, not just "critical" seams sealed. We propose to use Brand Name fabric, Gelanots, branded by the fabric supplier itself. Other considerations:

- We are local company, founded and based in Incline Village 25 years ago. Our business was founded on and focuses on providing the best quality, custom outdoor uniforms to our clients.
- Shipping charges are zero. (The RFP asked for itemization)
- Samples and color swatches have been delivered to Diamond Peak Ski Resort.
- We can match your existing uniforms or offer a new / updated style in the same/similar color for a smooth transition, keeping your corporate colors so the customer can easily recognize staff. We have attached sketches of our Dolomite Jacket and Peak pants for consideration.

Thank you for your consideration, and don't hesitate to contact me with any questions or considerations.

Kimberly Stearns
Managing Director
Pacific Crest Uniform Company, dba Mountain Uniforms





SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals for uniform jackets and pants for use at Diamond Peak Ski Resort.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Ski Staff Outdoor Uniform Procurement

Submission of samples in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at <https://www.yourtahoepace.com/ivgid/resources/purchasing>, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included in Section 3 of this RFP. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new staff uniforms for use at Diamond Peak Ski Resort.
- b. The merchandise proposed shall be of new manufacture and the model in manufacturer's product line that best meets the intent of the enclosed Uniform Technical Specifications. The merchandise that may be purchased shall be utilized by Diamond Peak Ski Resort staff for Ski and Ride Centers, Mountain Operations, and Base Operations and worn while performing the daily requirements of the winter operation of the ski resort. These specifications are intended to set minimum acceptable standards for such merchandise.
- c. Additional Orders: In the space provided on the Proposal Form, vendors shall indicate the minimum order quantities that may apply to additional orders placed during the term of the resultant agreement.
- d. There shall be no guarantee beyond initial awarded quantities as to any additional quantities to be purchased during the period of time for which a resultant agreement shall be in effect.



2. **PROPOSAL RESPONSES:** It is assumed that all responses to this proposal specification are on behalf of the vendor acting either as an authorized dealer or distributor for the manufacturer of the items being proposed, and that these responses are supplied by the manufacturer. If this is not the case, vendor shall explain, in writing, in a statement to be enclosed with the proposal.
3. **PROPOSAL EVALUATION:** All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, as determined by the Buyer.

B. SUBMISSION OF PROPOSALS

1. Proposals shall be submitted in a **sealed opaque envelope**, with the outside clearly marked as follows:

“Diamond Peak Ski Uniform Bid”

- Vendors are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will not be considered.
 - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or FAX will not be accepted.
2. Sealed proposals will be received at the offices of the IVGID Public Works Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
 3. Late, incomplete or unsigned Proposals shall receive no consideration.
 4. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. The vendor or an authorized agent must sign all Proposals.
 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
 8. Prices must be stated in units specified.
 9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

C. DELIVERY INFORMATION:

1. Shipping is FOB Destination and shall be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1220 Ski Way, Incline Village, Nevada, no later than November 15, 2021.

2. Liquidated Damages: Successful vendor and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of uniforms is not completed within the time specified in Paragraph C.1, above. The parties also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if uniforms are not received in time. Accordingly, instead of requiring any such proof, District and successful vendor agree that, as liquidated damages for delay (but not as a penalty), successful vendor shall pay District \$100 for each calendar day that expires after the time specified in Paragraph C.1, above, until the complete uniform order is delivered.

D. COMPLETE PROPOSAL PACKAGE:

- ✓ 1. A complete Proposal shall include this document, pages 1 through 12, inclusive, together with the following:
 - a. Warranty information per Section 5 of this Proposal Package.
 - b. A list of references for a minimum of four (4) years of ski industry uniform manufacture and/or supply.
 - c. A guarantee to provide additional garments in the same style and colors, in unlimited quantities, for a minimum of two (2) years.
2. To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other supporting data for the merchandise proposed.
3. Vendor is required to submit samples of its proposed product and fabric color swatches of matching requested pantone colors (or equivalent) to IVGID by end of business March 3, 2021, with pick-up on or after March 23, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Administrative Assistant, Stephanie Koehler at 775-832-2944 or email ssk@diamondPeak.com.
 - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of twenty (20) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Firm's own expense.
 - b. A minimum of one (1) sample of each bid item must be provided in size Large. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.
 - c. A minimum of one (1) fabric color swatch of each matching pantone color (or equivalent).
 - d. Sample sew outs of an embroidery logo (but not necessarily Diamond Peak Ski Resort's logo) representing the quality of embroidery that will be provided with the proposed product must be included on the samples provided for the Jacket.
 - e. Samples provided do not need to match the District's color requirements.

E. JOINDER PROVISION

Not applicable to this RFP.



- F. **ADDITIONAL ORDERS:** Additional orders that meet the successful vendor's minimum order requirements shall include coordination of delivery as specified above. Pricing for shipment shall be itemized at the time of placement of additional orders.
- G. **FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Invitation and Proposal. For any additional orders, vendors shall guarantee their prices for a minimum of one (1) year from proposal award, exclusive of itemized shipping costs.
- H. **EXCEPTIONS:**
1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
 2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the vendor meets all requirements.
- I. **DAMAGED GOODS:** Damaged goods shall be replaced by the successful vendor at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution. District to notify successful vendor within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing.
- J. **TERMS AND CONDITIONS:** Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Invitation and Proposal.
- K. **OPEN MEETING LAW:** The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.
- L. **QUANTITIES TO BE PURCHASED:** Quantities provided in this RFP are estimates, only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.
- M. **DISCLOSURE OF PRINCIPALS:** Vendors shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- N. **ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** IVGID and joinder agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District and joinder agencies.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

- A. Proposals shall be reviewed for responsiveness by District staff on the following parameters:
- Proposal conditions met
 - Conformance to the specifications
 - Pricing – 1-year guarantee

- Additional Quantities – 2 year availability guarantee – *5 year guarantee*
- Apparel Warranty (Section 5)
- Defined written exceptions – *None*

SECTION 4 UNIFORM TECHNICAL SPECIFICATIONS:

A. GENERAL INFORMATION

- The District requires durability and resistance to fading in these garments such that they will last at least four (4) ski seasons (500 days) in good appearance and working condition. ✕

B. CUSTOM COLORS REQUIRED

- Custom colors are required: Jackets shall be composed of a primary color and secondary Pantone Black C accents.
- Pants shall be of the primary color - Pantone Black C (or equivalent).
- Primary colors shall be Pantone 19-4052 TCX Classic Blue (or equivalent) or Pantone 16-0237 TC Foliage (or equivalent) as specified for each bid item description.
- Approximately half of each size run will be primarily Pantone 19-4052 TCX (or equivalent) Classic Blue and the other half of each size run will be primarily Pantone 16-0237 TC Foliage (or equivalent). All will have Pantone Black C (or equivalent) accents
- Photos of current uniforms are included as Exhibit A to this RFP. ✕ *see proposal style, or keep existing*

C. APPAREL

Jackets:

- The jacket shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams shall be taped to prevent moisture leakage.
- The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.
- Three-color logos, as shown in Exhibit B, shall be embroidered on front left chest and back of jacket. The dimensions of the left chest logo shall be 2.25" in height and 2.5" wide. The logo on the back of the jacket shall be centered and dimensions shall be 7" in height x 8" wide.
- The District will provide logo shape files to the successful bidder.
- Jacket shall be equipped with a front full length YKK #5 reverse coil zipper.
- Jacket shall be at least hip length

- Jacket shall include an underarm ventilation opening with a mesh lining
- Jacket shall include a hood that is permanently attached.
- Jacket shall not include any insulation material.
- Jacket shall include an interior lining as well as a snow skirt
- Jacket shall include a storm flap over front zipper enclosure
- Jacket shall have a brushed chin guard or equivalent.
- Jacket shall include a clear vinyl name badge slot or badge tab attachment on right chest.
- Jacket shall have a minimum of four (4) pockets: Hand warmer pockets at lower edge of jacket, one interior pocket, and one large exterior front pocket, suitable for a hand held radio. All pockets should include YKK reverse coil zipper enclosures.
- Jackets proposed with a hook and loop (Velcro) system for storm flaps, sleeve cuffs and hood systems etc. shall be of a type that is durable and functional for the life of the apparel (approximately four (4) years).
- Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

Pants:

- Pants shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams taped to prevent moisture leakage.
- The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.
- Pants shall include adjustable waist straps and belt loops.
- Pants shall not include full length side zippers
- Pants shall not include patch pockets.
- Pants shall include an articulated knee construction.
- Pants shall include an inside snow cuff with a gator hook.
- Pants shall include a reinforced outer cuff on the pant leg.
- Pants shall include an inner thigh ventilation opening including mesh lining.
- Pants shall include a minimum of three (3) pockets: Two (2) hand-warmer pockets in the front that are no less than 6" (six inches) deep, and a third pocket on a thigh.
- Pants shall include a front zipper enclosure.
- Pants shall include a reinforced seat



- Pants shall include YKK reverse coil zipper enclosures for all openings including pockets and vents.
- Pants proposed with a hook and loop (Velcro) system for waist straps etc. shall be of a type that is durable and functional for the life of the apparel. (Approximately 4 (four) years).
- Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

SECTION 5 PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the complete garments. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.



SECTION 6 PROPOSAL FORM

The undersigned vendor shall provide new staff uniforms for the Diamond Peak Ski Resort meeting the specifications contained in this Request for Proposals.

Price should be stated in both numbers and in words in the spaces provided on this form. Provide a minimum quantity required for orders.

Proposals returned on a form other than this one will **not** be accepted.

Description	Estimated Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Jackets (Dolomite)	335	\$ 166.00	\$ \$55,610.00	20
Pants (Peak style)	335	\$ 110.00	\$ 36,850	no minimum
Shipping FOB Destination			\$	
TOTAL BID IN NUMBERS:	align="right">\$ 92,460.00			
TOTAL BID IN WORDS:	align="right">Ninety-two thousand, four hundred and sixty dollars			

Exceptions: We will provide exactly what is asked for, no exceptions - see attached sheet for specific fabric brand used for comparison to other fabrics and jacket and pant construction

Firm Name: Pacific Crest Uniform Company, dba Mountain Uniforms

Signature of Vendor: 

Date: MARCH 2, 2021

Title: Managing Director



SECTION 7 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Pacific Crest Uniform Company, dba Mountain Uniforms

Address: Physical: 800 Southwood Blvd, #101-102

City, St, Zip: Incline Village, NV 89451 (Mailing: Box 1847, Crystal Bay, NV 89402)

Date Business Started: November 1996

Principal Address of Company: 800 Southwood Blvd #101-102, Incline Village, NV 89451

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

Name: Kim E. Stearns Official Capacity: President / Managing Director

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Add an additional sheet if necessary.

SIZE AND PLACEMENT (BLUE)



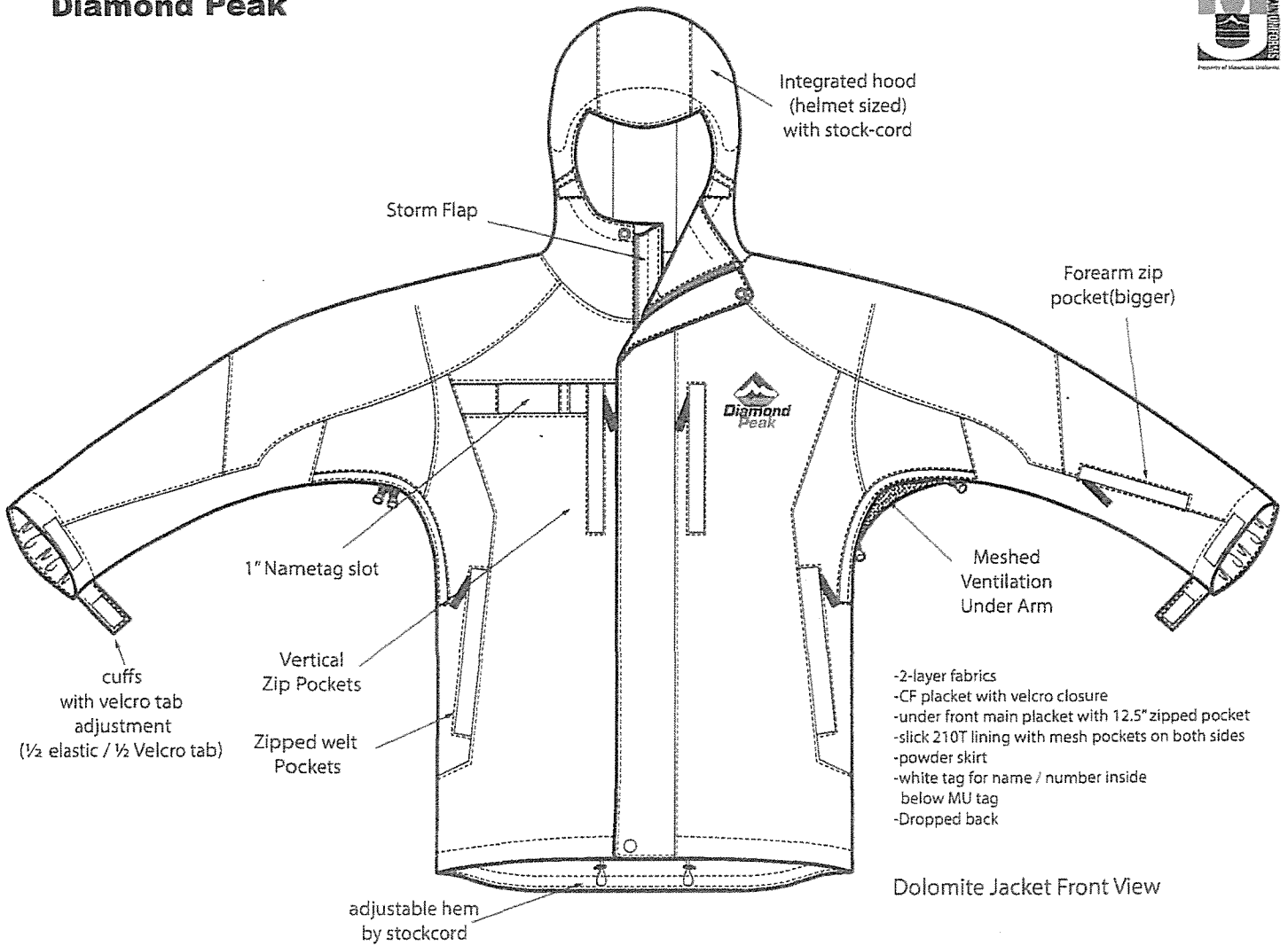
Exhibit A
Photos of Current Diamond Peak Uniforms



Exhibit B Jacket Logos
Size & Placement (Green)



Diamond Peak



Dolomite Jacket Front View

Diamond Peak



-hood with magnet

Dolomite Jacket Back View

Diamond Peak



#Col.1
Tahoe Blue / Black

Dolomite Jacket Back View
-Ops

Diamond Peak



#Col.1
Tahoe blue / Black

Dolomite Jacket Front View
-Ops

Diamond Peak



#Col. 2
Foliage Green / Black

Dolomite Jacket Front View
-SnowSports

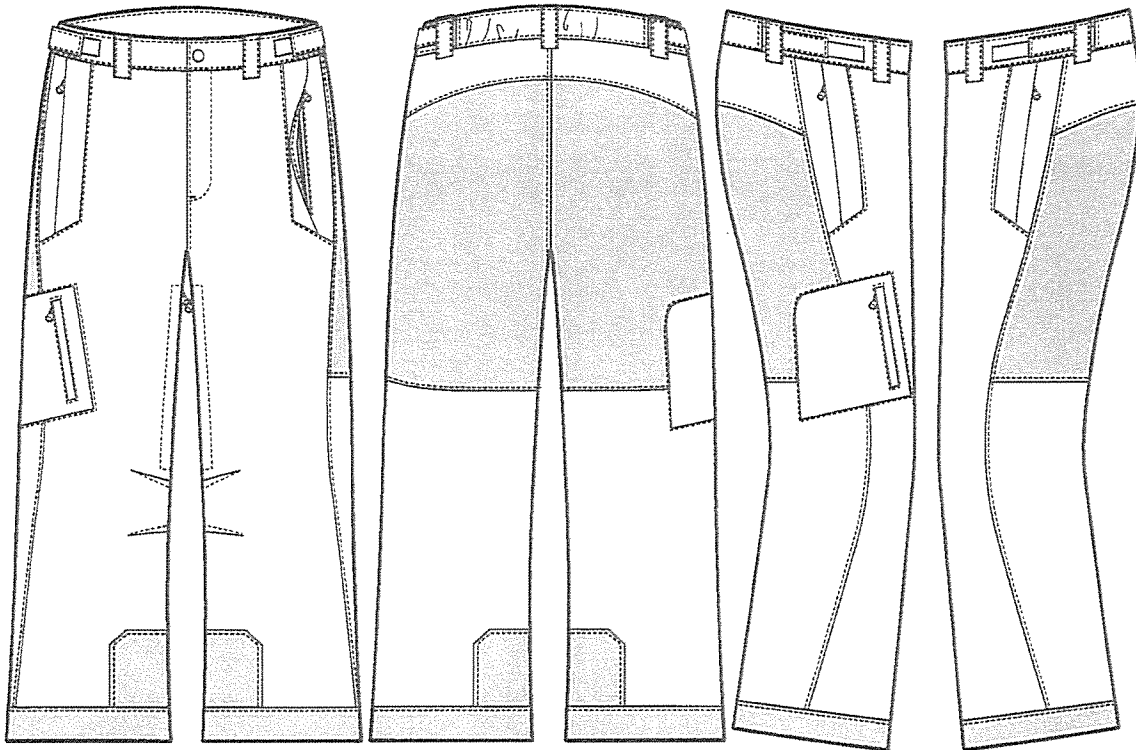
Diamond Peak



#Col.2
Foliage Green / Black

Dolomite Jacket Back View
-SnowSports

Diamond Peak Peak Pants



- 2 layer fabric,Lined shell,210T lining
- Handwarmer pockets deeper
- Articulated side seam and knee
- Internal boot cuffs
- LU79 fabric at bottom cuffs /scuff guards / butt panel
- Meshed vents on inside thigh

- clip on the front of the boot cuff to hook on a boot
(Add 1" around the bottom circumference of the pant leg
so it's easier to go over the boot)
- Side zip cargo pocket on right leg
- Elastic waist at back , Adjustable velcro tab at sides goes inside waist-band
- Curved butt panel to fit body line

**Diamond Peak
Peak Pants**



Col.
Black



Winter, 2021

Mountain Uniforms Customer Reference Contacts:

- Granby Ranch, CO, Roxanne Hoover, Director of Human Resources – ph. 970-557-4100
- Massanutten, VA, Paul Crenshaw, Learning Center Manager – ph. 540-289-4923
- Mountain High, CA - John McColly, Marketing Director – ph. 760-249-5808
- Cannon Mountain Resort, NH, John DeVivo, GM and Irv Fountain Ski School Director – Ph. 603-823-8800
- Brad Wilson, Bogus Basin, ID, GM – Ph. 208-332-5129

Below is a more extensive, but also partial list, as MU has uniforms works with 400+ groups). Some resorts work with us to coordinate the image of their whole resort, while others buy for key departments in both custom and standard items on new and repeat orders.

- | | | |
|----------------------------------|---------------------------------|---------------------------------------|
| Alpine Valley, MI | Crystal Mountain, WI | Powder Ridge, MN |
| Alpine Valley, WI | Devils Head Resort, WI | Phoenix Adaptive, NY |
| Alta, UT | Diamond Peak, NV | Roundtop Mountain Resort, PA |
| Adaptive Sports, NH | Elan Sports, USA | Rockefeller Square Ice Rink, NY |
| Angel Fire, NM | Elk Mountain, PA | Seven Springs, PA |
| Ability Plus at Mt. Snow, VT | Eskimo Ski Club, CO | Schweitzer, ID |
| Apex Mountain Resort, Canada | Giants Ridge, MN | Solitude Mountain, UT |
| Arizona Snowbowl, AZ | Grand Geneva, WI | Sunburst Ski Area, WI |
| Big Bear / Snow Summit, CA | Granite Peak, WI | Ski Bluewood, WA |
| Bear Valley, CA | Granby Ranch, CO | Ski Butternut, MA |
| Bart J Ruggiere Adaptive, CT | Gunstock Mountain Resort, NH | Ski Bradford, MA |
| Blue Knob, PA | Granlibakken Resort, CA | Snowstar Ski Club, WI |
| Bristol Mt., NY | Doppelmayr, USA | Snowy Range, WY |
| Bromley, VT | Hidden Valley, PA | Ski Snowstar, IL |
| Bryce, VA | Hidden Valley,, MI | Snow Valley, CA |
| Cannon, NH | Holiday Valley NY | Snowy Range, WY |
| Cascade, WI | Holimont Ski Area, NY | Spirit Mountain, MN |
| Catamount, NY | Hyland Hills, MN | Ski Meisters, CO |
| Chestnut, IL | Ignite Adaptive Sports, CO | Stowe Mountain Resort, VT |
| Crystal Mountain, MI | June Mountain, CA | Steamboat, CO |
| Bear Valley, CA | Kissing Bridge Ski Area, NY | Steamboat STARS Adaptive, CO |
| Beaver Valley Ski Patrol, Canada | Liberty Mountain, PA | Sugarloaf, ME |
| Belleayre Mtn Ski Center, NY | Massanutten, VA | Sunshine Village, Canada |
| Berkshire East, MA | Montage Mountain, PA | Shymbulak, Kazakhstan |
| Big White, Canada | Mount Abram, ME | Sundown, IA |
| Bittersweet, MI | Mount Snow, VT | Sunburst, WI |
| Blue Mountain, Canada | Mount Sunapee, NH | Taos, NM |
| Blue Knob, PA | Mountain High, CA | Terry Peak Ski Area, SD |
| Bogus Basin, ID | Mt. Ashland, OR | Thunder Ridge, NY |
| Bolton Valley, VT | Mt. Shasta, CA | ULLR Snow Sports, WA |
| Boyne Highlands Resort, MI | Mt. Holly, MI | Viamonde, Switzerland |
| Bradford Ski Area, MA | Mt. Rose, NV | Waterville Valley, NH |
| Bretton Woods Ski Resort, NH | Nashoba Valley, MA | Wachusett Mountain, MA |
| Bryce Resort, VA | Otis Ridge, MA | Wild Mountain, MN |
| Buffalo Ski Club, NY | Pats Peak, NH | Whitetail Mountain Resort, PA |
| Cascade Mountain, WI | Powderhorn, CO | Willamette Pass, OR |
| Como Park Ski Center, MN | Pebble Creek, ID | Winterplace, WV |
| Canadian National Ski Patrol | Perfect North Slopes Patrol, IN | Wisp Resort, MD |
| Chestnut Mountain Resort, IL | Perisher Ski Patrol, Australia | Yawgoo Valley, RI |
| Copper Mountain, CO | Pine Knob, MI | University Maine, Farmington Ski Team |



Project Summary

Project Number:	3499OE1205
Title:	Replace Staff Uniforms
Project Type:	G - Equipment & Software
Division:	99 - General Administration - Ski
Budget Year:	2021
Finance Option:	
Asset Type:	OE - Office Equipment
Active:	Yes

Project Description				
Diamond Peak staff uniforms consist of a Jacket, Pants and a Mid-layer Jacket. Quantities include up to 335 sets, plus additional Mid-layers. Each individual piece to include Diamond Peak logo. Specification to include adequate tear proof, waterproofing and general durability to remain in service for 4 consecutive years. The supplier of the uniforms shall provide assurance of availability of replacements within the proposal.				
Project Internal Staff				
Mountain and Operations staff will oversee the staff uniform procurement.				
Project Justification				
Diamond Peak has been on a 4 year replacement cycle of staff uniforms for many years and have proved that due to wear and tear, durability, fading, deterioration of water resistance and appearance a 4 year replacement cycle is justified. The general purpose of this project is to improve our facilities through required maintenance and replacement improvements that directly or indirectly reflect on our staff and guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Uniforms	135,000	0	135,000	
Year Total	135,000	0	135,000	
2026				
Uniforms	155,000	0	155,000	
Year Total	155,000	0	155,000	
2030				
Uniforms	175,000	0	175,000	
Year Total	175,000	0	175,000	
	465,000	0	465,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012	Jul 1, 2020	Jun 30, 2021	Ski Resort General Manager	



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

PURCHASE ORDER

P.O. NUMBER	DATE
21-0185	03/26/2021

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
2061 Mountain Uniform Co. 623 Tumbleweed Circle Incline Village, NV 89451	775-832-1100	Incline Village GID 893 Southwood Blvd. Incline Village, NV 89451 775-832-1100 ap@ivgid.org

*** This is Not an Approved PO ***

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00	Each	Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms; 2020/2021 Capital Improvement Project #3499OE1205	\$92,460.00	\$92,460.00	540-00-000-8120 Project # 3499OE1205

TOTAL				\$ 92,460.00
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Comments:
USER ID

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-7600004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense **Title and risk of loss on all items shipped shall pass to the buyer at the F. O. B. destination.**

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.



Indra Winquest General Manager

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is entered into on **date** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and **Pacific Crest Uniform Company, dba Mountain Uniforms**, a Nevada Corporation, with its principal place of business at 800 Southwood Boulevard, Ste. 101-102 in Incline Village, Nevada (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1 - Definitions.

- A.** “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit A.

Section 2 - Materials and Workmanship.

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

Section 3 - Inspections and Tests.

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

Section 4 - Warranty.

- A.** Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of one year, or such longer period as provided by a manufacturer's warranty or set forth in Exhibit A, from the date of final written acceptance of the Equipment by District as required for final payment under Section 7 - . Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.
- B.** Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4 - B.
- C.** For any breach of the warranties contained in Section 4 - A and Section 4 - B, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

 - 1. Repair the defective Equipment;
 - 2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
- D.** Repay to District the purchase price of the defective Equipment.
- E.** If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.
- F.** Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.
- G.** In the event of a breach by Contractor of its obligations under this Section 4 - , District will not be limited to the remedies set forth in this Section 4 - , but will have all the rights and remedies permitted by applicable law.

Section 5 - Prices.

- A.** Unless expressly provided otherwise, all prices and fees specified in Exhibit A, attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative. Compensation shall be as indicated in Exhibit A, with a total amount of **Ninety-Two Thousand Four Hundred Sixty Dollars (\$92,460.00)**, to be billed as a fixed fee based on percentage complete measured against the estimated time schedule set forth in Exhibit A. In no event shall compensation for any Activity identified in Exhibit A exceed the amount set forth in the attachment. The fixed fee shall include Reimbursable Expenses and all charges for packing, freight and transportation to destination, and Contractor shall not request or receive any additional payments for such expenses.

Section 6 - Changes.

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

Section 7 - Payments.

- A.** Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to AP@IVGID.org.
- B.** If Progress Milestones have been specified Exhibit A, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by District upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit A. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit A and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit A or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by District in advance of the first invoice cycle.
- C.** Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is

withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.

- D.** Payment of the final Progress Milestone payment or any retention will be made by District upon:
1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit A and in the amount associated with the Progress Milestone;
 2. Written acceptance of the Equipment by District;
 3. Delivery of all drawings and specifications, if required by District;
 4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
 5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.
 6. If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.
- E.** Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7 - D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8 - Schedule for Delivery.

- A.** The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$100.00 for each calendar day for which the Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit A.
- B.** In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9 - Taxes.

- A.** Per Section 2.B.9, prices quoted for the Equipment must be exclusive of Federal and State taxes, as the District is exempt from such taxes.
- B.** Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- C.** All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.
- D.** Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10 - Independent Contractor.

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

Section 11 - Subcontracts.

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

Section 12 - Title and Risk of Loss.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding

the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13 - Indemnification.

- A.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- B.** Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- C.** Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14 - Insurance.

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

- B.** Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.
- C.** Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District.
- D.** Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- E.** Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- F.** Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15 - Liens.

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

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

Section 16 - Termination of Agreement by District.

- A.** Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.
- B.** District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.
- C.** On receipt of notice under Section 16 - B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,
 - 1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
 - 2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
 - 3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.
- D.** Upon termination pursuant to Section 16 - B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7 - C.

Section 17 - Miscellaneous Provisions.

- A. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.
- B. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- C. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- D. 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.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- F. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- G. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- H. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- I. 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.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- K. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.
- L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements,

conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

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

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

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

**Contractor:
PACIFIC CREST UNIFORM COMPANY,
DBA MOUNTAIN UNIFORMS**

Agreed to:

Agreed to:

By: _____
Indra Winqest
IVGID General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Approve as to Form:

Joshua Nelson
District General Counsel

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

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

Contractor's address for giving notice:
**PACIFIC CREST UNIFORM COMPANY,
DBA MOUNTAIN UNIFORMS**
800 Southwood, #101-102
Incline Village, Nevada 89451
Mailing:
PO Box 1847
Crystal Bay, Nevada 89402



SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals for uniform jackets and pants for use at Diamond Peak Ski Resort.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Ski Staff Outdoor Uniform Procurement

Submission of samples in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included in Section 3 of this RFP. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new staff uniforms for use at Diamond Peak Ski Resort.
- b. The merchandise proposed shall be of new manufacture and the model in manufacturer's product line that best meets the intent of the enclosed Uniform Technical Specifications. The merchandise that may be purchased shall be utilized by Diamond Peak Ski Resort staff for Ski and Ride Centers, Mountain Operations, and Base Operations and worn while performing the daily requirements of the winter operation of the ski resort. These specifications are intended to set minimum acceptable standards for such merchandise.
- c. Additional Orders: In the space provided on the Proposal Form, vendors shall indicate the minimum order quantities that may apply to additional orders placed during the term of the resultant agreement.
- d. There shall be no guarantee beyond initial awarded quantities as to any additional quantities to be purchased during the period of time for which a resultant agreement shall be in effect.

2. **PROPOSAL RESPONSES:** It is assumed that all responses to this proposal specification are on behalf of the vendor acting either as an authorized dealer or distributor for the manufacturer of the items being proposed, and that these responses are supplied by the manufacturer. If this is not the case, vendor shall explain, in writing, in a statement to be enclosed with the proposal.
3. **PROPOSAL EVALUATION:** All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, as determined by the Buyer.

B. SUBMISSION OF PROPOSALS

1. Proposals shall be submitted in a **sealed opaque envelope**, with the outside clearly marked as follows:

“Diamond Peak Ski Uniform Bid”

- Vendors are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will not be considered.
 - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or FAX will not be accepted.
2. Sealed proposals will be received at the offices of the IVGID Public Works Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
 3. Late, incomplete or unsigned Proposals shall receive no consideration.
 4. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. The vendor or an authorized agent must sign all Proposals.
 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
 8. Prices must be stated in units specified.
 9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

C. DELIVERY INFORMATION:

1. Shipping is FOB Destination and shall be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1220 Ski Way, Incline Village, Nevada, no later than November 15, 2021.

2. Liquidated Damages: Successful vendor and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of uniforms is not completed within the time specified in Paragraph C.1, above. The parties also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if uniforms are not received in time. Accordingly, instead of requiring any such proof, District and successful vendor agree that, as liquidated damages for delay (but not as a penalty), successful vendor shall pay District \$100 for each calendar day that expires after the time specified in Paragraph C.1, above, until the complete uniform order is delivered.

D. COMPLETE PROPOSAL PACKAGE:

- ✓ 1. A complete Proposal shall include this document, pages 1 through 12, inclusive, together with the following:
 - a. Warranty information per Section 5 of this Proposal Package.
 - b. A list of references for a minimum of four (4) years of ski industry uniform manufacture and/or supply.
 - c. A guarantee to provide additional garments in the same style and colors, in unlimited quantities, for a minimum of two (2) years.
2. To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other supporting data for the merchandise proposed.
3. Vendor is required to submit samples of its proposed product and fabric color swatches of matching requested pantone colors (or equivalent) to IVGID by end of business March 3, 2021, with pick-up on or after March 23, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Administrative Assistant, Stephanie Koehler at 775-832-2944 or email ssk@diamondPeak.com.
 - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of twenty (20) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Firm's own expense.
 - b. A minimum of one (1) sample of each bid item must be provided in size Large. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.
 - c. A minimum of one (1) fabric color swatch of each matching pantone color (or equivalent).
 - d. Sample sew outs of an embroidery logo (but not necessarily Diamond Peak Ski Resort's logo) representing the quality of embroidery that will be provided with the proposed product must be included on the samples provided for the Jacket.
 - e. Samples provided do not need to match the District's color requirements.

E. JOINDER PROVISION

Not applicable to this RFP.

- F. **ADDITIONAL ORDERS:** Additional orders that meet the successful vendor's minimum order requirements shall include coordination of delivery as specified above. Pricing for shipment shall be itemized at the time of placement of additional orders.
- G. **FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Invitation and Proposal. For any additional orders, vendors shall guarantee their prices for a minimum of one (1) year from proposal award, exclusive of itemized shipping costs.
- H. **EXCEPTIONS:**
1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
 2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the vendor meets all requirements.
- I. **DAMAGED GOODS:** Damaged goods shall be replaced by the successful vendor at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution. District to notify successful vendor within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing.
- J. **TERMS AND CONDITIONS:** Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Invitation and Proposal.
- K. **OPEN MEETING LAW:** The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.
- L. **QUANTITIES TO BE PURCHASED:** Quantities provided in this RFP are estimates, only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.
- M. **DISCLOSURE OF PRINCIPALS:** Vendors shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- N. **ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** IVGID and joinder agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District and joinder agencies.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

- A. Proposals shall be reviewed for responsiveness by District staff on the following parameters:
- Proposal conditions met
 - Conformance to the specifications
 - Pricing – 1-year guarantee

- Additional Quantities – 2 year availability guarantee - *5 year guarantee*
- Apparel Warranty (Section 5)
- Defined written exceptions - *NONE*

SECTION 4 UNIFORM TECHNICAL SPECIFICATIONS:

A. GENERAL INFORMATION

- The District requires durability and resistance to fading in these garments such that they will last at least four (4) ski seasons (500 days) in good appearance and working condition. ***

B. CUSTOM COLORS REQUIRED

- Custom colors are required: Jackets shall be composed of a primary color and secondary Pantone Black C accents.
- Pants shall be of the primary color - Pantone Black C (or equivalent).
- Primary colors shall be Pantone 19-4052 TCX Classic Blue (or equivalent) or Pantone 16-0237 TC Foliage (or equivalent) as specified for each bid item description.
- Approximately half of each size run will be primarily Pantone 19-4052 TCX (or equivalent) Classic Blue and the other half of each size run will be primarily Pantone 16-0237 TC Foliage (or equivalent). All will have Pantone Black C (or equivalent) accents
- Photos of current uniforms are included as Exhibit A to this RFP. ** see proposal style, or keep existing*

C. APPAREL

Jackets:

- The jacket shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams shall be taped to prevent moisture leakage.
- The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.
- Three-color logos, as shown in Exhibit B, shall be embroidered on front left chest and back of jacket. The dimensions of the left chest logo shall be 2.25" in height and 2.5" wide. The logo on the back of the jacket shall be centered and dimensions shall be 7" in height x 8" wide.
- The District will provide logo shape files to the successful bidder.
- Jacket shall be equipped with a front full length YKK #5 reverse coil zipper.
- Jacket shall be at least hip length

- Jacket shall include an underarm ventilation opening with a mesh lining
- Jacket shall include a hood that is permanently attached.
- Jacket shall not include any insulation material.
- Jacket shall include an interior lining as well as a snow skirt
- Jacket shall include a storm flap over front zipper enclosure
- Jacket shall have a brushed chin guard or equivalent.
- Jacket shall include a clear vinyl name badge slot or badge tab attachment on right chest.
- Jacket shall have a minimum of four (4) pockets: Hand warmer pockets at lower edge of jacket, one interior pocket, and one large exterior front pocket, suitable for a hand held radio. All pockets should include YKK reverse coil zipper enclosures.
- Jackets proposed with a hook and loop (Velcro) system for storm flaps, sleeve cuffs and hood systems etc. shall be of a type that is durable and functional for the life of the apparel (approximately four (4) years).
- Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

Pants:

- Pants shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams taped to prevent moisture leakage.
- The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.
- Pants shall include adjustable waist straps and belt loops.
- Pants shall not include full length side zippers
- Pants shall not include patch pockets.
- Pants shall include an articulated knee construction.
- Pants shall include an inside snow cuff with a gator hook.
- Pants shall include a reinforced outer cuff on the pant leg.
- Pants shall include an inner thigh ventilation opening including mesh lining.
- Pants shall include a minimum of three (3) pockets: Two (2) hand-warmer pockets in the front that are no less than 6" (six inches) deep, and a third pocket on a thigh.
- Pants shall include a front zipper enclosure.
- Pants shall include a reinforced seat

- Pants shall include YKK reverse coil zipper enclosures for all openings including pockets and vents.
- Pants proposed with a hook and loop (Velcro) system for waist straps etc. shall be of a type that is durable and functional for the life of the apparel. (Approximately 4 (four) years).
- Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

SECTION 5 PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the complete garments. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.



SECTION 6 PROPOSAL FORM

The undersigned vendor shall provide new staff uniforms for the Diamond Peak Ski Resort meeting the specifications contained in this Request for Proposals.

Price should be stated in both numbers and in words in the spaces provided on this form. Provide a minimum quantity required for orders.

Proposals returned on a form other than this one will **not** be accepted.

Description	Estimated Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Jackets (Dolomite)	335	\$ 166.00	\$ \$55,610.00	20
Pants (Peak style)	335	\$ 110.00	\$ 36,850	no minimum
Shipping FOB Destination			\$	
TOTAL BID IN NUMBERS:	align="right">\$ 92,460.00			
TOTAL BID IN WORDS:	align="right">Ninety-two thousand, four hundred and sixty dollars			

Exceptions: We will provide exactly what is asked for, no exceptions - see attached sheet for
 specific fabric brand used for comparison to other fabrics and jacket and pant construction

Firm Name: Pacific Crest Uniform Company, dba Mountain Uniforms

Signature of Vendor: 

Date: MARCH 2, 2021

Title: Managing Director



SECTION 7 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Pacific Crest Uniform Company, dba Mountain Uniforms

Address: Physical: 800 Southwood Blvd, #101-102

City, St, Zip: Incline Village, NV 89451 (Mailing: Box 1847, Crystal Bay, NV 89402)

Date Business Started: November 1996

Principal Address of Company: 800 Southwood Blvd #101-102, Incline Village, NV 89451

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

Name: Kim E. Stearns Official Capacity: President / Managing Director

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Add an additional sheet if necessary.

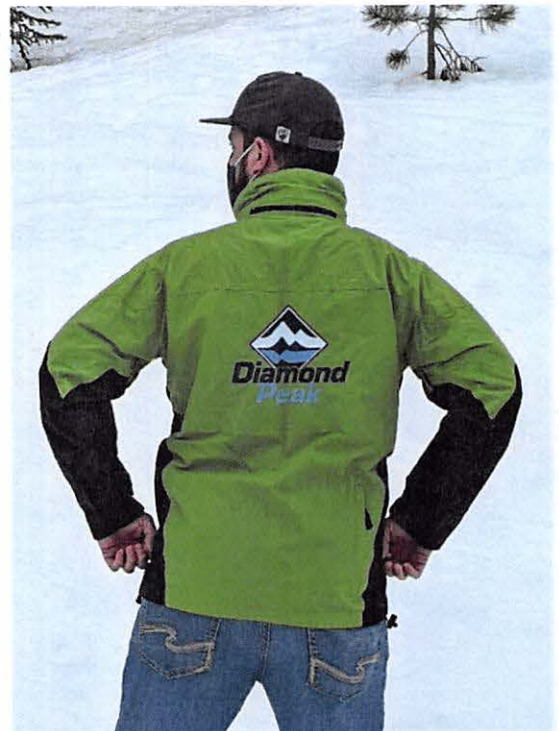
SIZE AND PLACEMENT (BLUE)



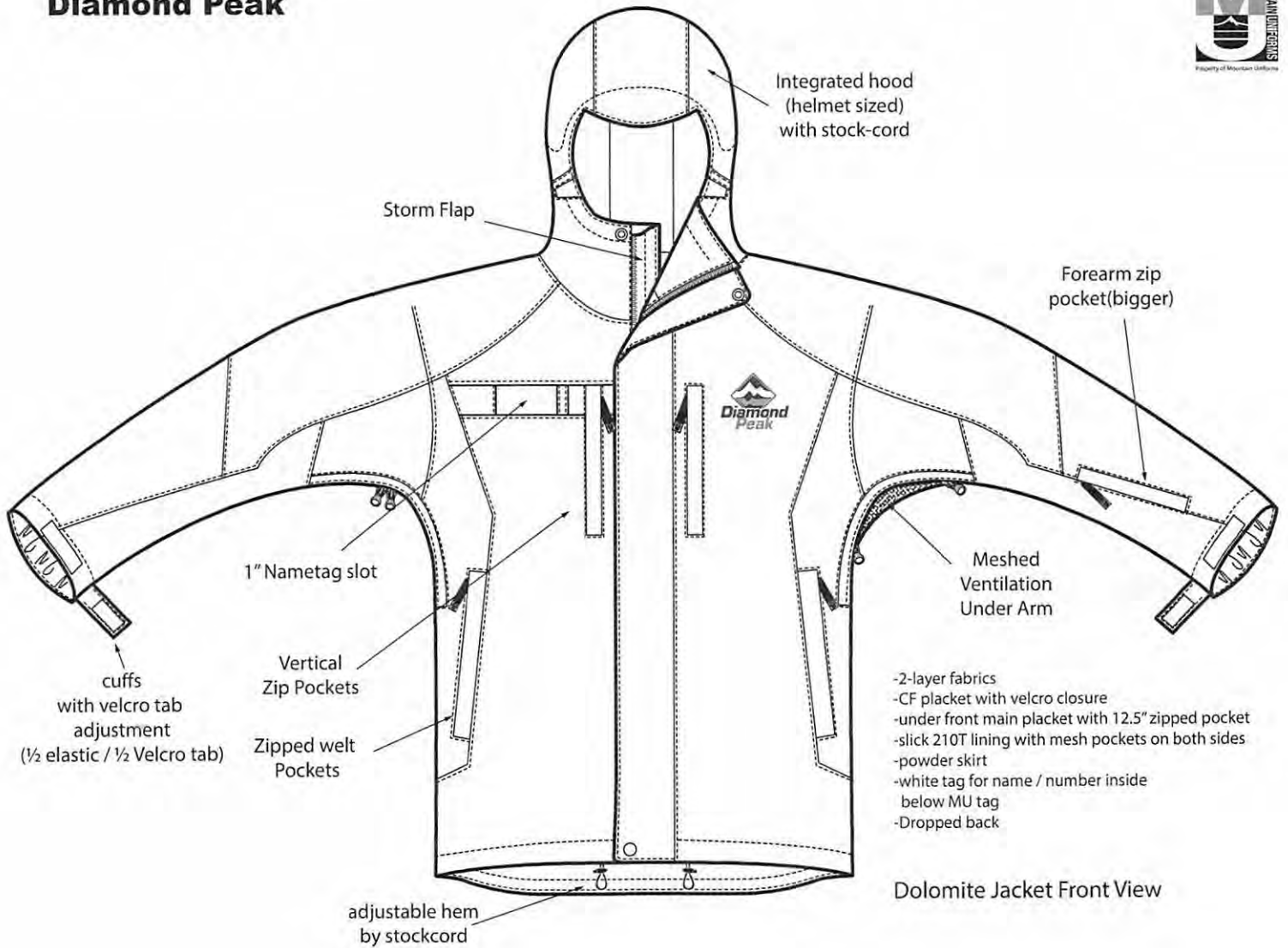
Exhibit A
Photos of Current Diamond Peak Uniforms



Exhibit B Jacket Logos
Size & Placement (Green)



Diamond Peak



Dolomite Jacket Front View

Diamond Peak



-hood with magnet
Dolomite Jacket Back View

Diamond Peak



#Col.1
Tahoe Blue / Black

Dolomite Jacket Back View
-Ops

Diamond Peak



#Col.1
Tahoe blue / Black

Dolomite Jacket Front View
-Ops

Diamond Peak



#Col. 2
Foliage Green / Black

Dolomite Jacket Front View
-SnowSports

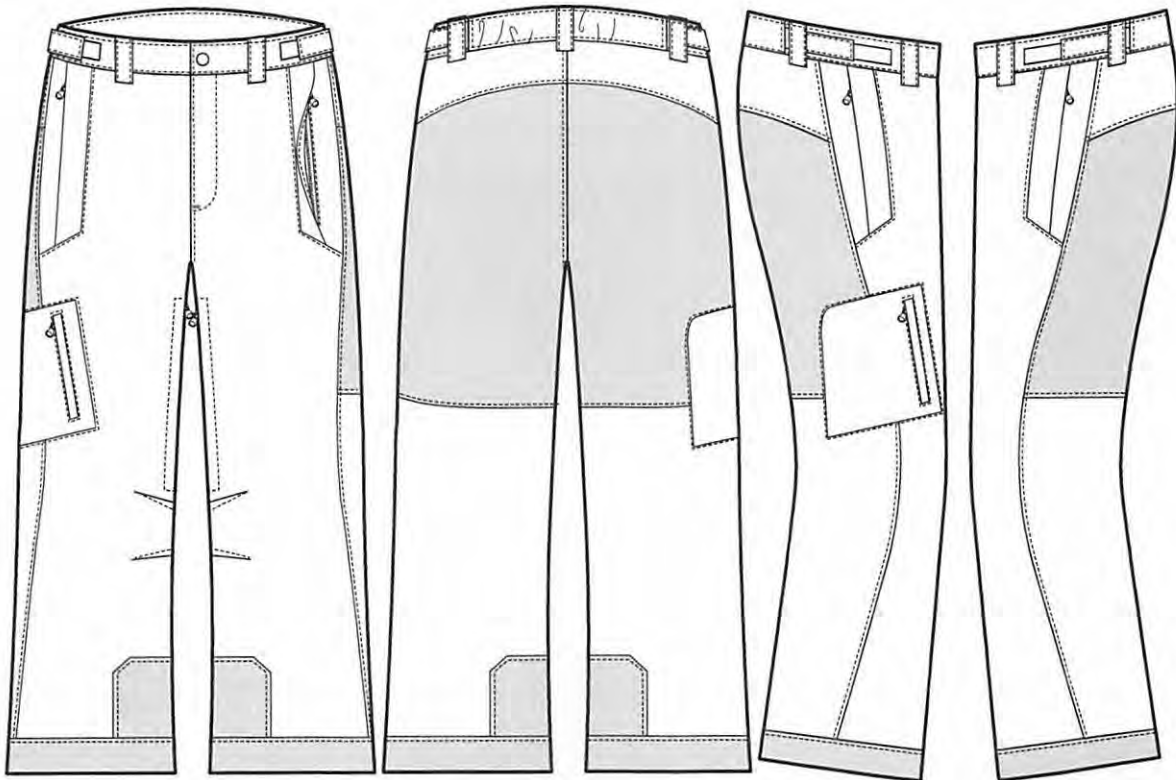
Diamond Peak



#Col.2
Foliage Green / Black

Dolomite Jacket Back View
-SnowSports

Diamond Peak Peak Pants



- 2 layer fabric,Lined shell,210T lining
- Handwarmer pockets deeper
- Articulated side seam and knee
- Internal boot cuffs
- LU79 fabric at bottom cuffs /scuff guards / butt panel
- Meshed vents on inside thigh

- clip on the front of the boot cuff to hook on a boot
(Add 1" around the bottom circumference of the pant leg
so it's easier to go over the boot)
- Side zip cargo pocket on right leg
- Elastic waist at back , Adjustable velcro tab at sides goes inside waist-band
- Curved butt panel to fit body line

**Diamond Peak
Peak Pants**



Col.
Black



Winter, 2021

Mountain Uniforms Customer Reference Contacts:

- Granby Ranch, CO, Roxanne Hoover, Director of Human Resources – ph. 970-557-4100
- Massanutten, VA, Paul Crenshaw, Learning Center Manager – ph. 540-289-4923
- Mountain High, CA - John McColly, Marketing Director – ph. 760-249-5808
- Cannon Mountain Resort, NH, John DeVivo, GM and Irv Fountain Ski School Director – Ph. 603-823-8800
- Brad Wilson, Bogus Basin, ID, GM – Ph. 208-332-5129

Below is a more extensive, but also partial list, as MU has uniforms works with 400+ groups). Some resorts work with us to coordinate the image of their whole resort, while others buy for key departments in both custom and standard items on new and repeat orders.

- | | | |
|----------------------------------|---------------------------------|---------------------------------------|
| Alpine Valley, MI | Crystal Mountain, WI | Powder Ridge, MN |
| Alpine Valley, WI | Devils Head Resort, WI | Phoenix Adaptive, NY |
| Alta, UT | Diamond Peak, NV | Roundtop Mountain Resort, PA |
| Adaptive Sports, NH | Elan Sports, USA | Rockefeller Square Ice Rink, NY |
| Angel Fire, NM | Elk Mountain, PA | Seven Springs, PA |
| Ability Plus at Mt. Snow, VT | Eskimo Ski Club, CO | Schweitzer, ID |
| Apex Mountain Resort, Canada | Giants Ridge, MN | Solitude Mountain , UT |
| Arizona Snowbowl, AZ | Grand Geneva, WI | Sunburst Ski Area, WI |
| Big Bear / Snow Summit, CA | Granite Peak, WI | Ski Bluewood, WA |
| Bear Valley, CA | Granby Ranch, CO | Ski Butternut, MA |
| Bart J Ruggiere Adaptive, CT | Gunstock Mountain Resort, NH | Ski Bradford, MA |
| Blue Knob, PA | Granlibakken Resort, CA | Snowstar Ski Club, WI |
| Bristol Mt., NY | Doppelmayr, USA | Snowy Range, WY |
| Bromley, VT | Hidden Valley, PA | Ski Snowstar, IL |
| Bryce, VA | Hidden Vallay,, MI | Snow Valley, CA |
| Cannon, NH | Holiday Valley NY | Snowy Range, WY |
| Cascade, WI | Holimont Ski Area, NY | Spirit Mountain, MN |
| Catamount, NY | Hyland Hills, MN | Ski Meisters, CO |
| Chestnut, IL | Ignite Adaptive Sports, CO | Stowe Mountain Resort, VT |
| Crystal Mountain, MI | June Mountain, CA | Steamboat, CO |
| Bear Valley, CA | Kissing Bridge Ski Area, NY | Steamboat STARS Adaptive, CO |
| Beaver Valley Ski Patrol, Canada | Liberty Mountain, PA | Sugarloaf, ME |
| Belleayre Mtn Ski Center, NY | Massanutten, VA | Sunshine Village, Canada |
| Berkshire East, MA | Montage Mountain, PA | Shymbulak, Kazakhstan |
| Big White, Canada | Mount Abram, ME | Sundown, IA |
| Bittersweet, MI | Mount Snow, VT | Sunburst, WI |
| Blue Mountain, Canada | Mount Sunapee, NH | Taos, NM |
| Blue Knob, PA | Mountain High, CA | Terry Peak Ski Area, SD |
| Bogus Basin, ID | Mt. Ashland, OR | Thunder Ridge, NY |
| Bolton Valley, VT | Mt. Shasta, CA | ULLR Snow Sports, WA |
| Boyne Highlands Resort, MI | Mt. Holly, MI | Viamonde, Switzerland |
| Bradford Ski Area, MA | Mt. Rose, NV | Waterville Valley, NH |
| Bretton Woods Ski Resort, NH | Nashoba Valley, MA | Wachusett Mountain, MA |
| Bryce Resort, VA | Otis Ridge, MA | Wild Mountain, MN |
| Buffalo Ski Club, NY | Pats Peak, NH | Whitetail Mountain Resort, PA |
| Cascade Mountain, WI | Powderhorn, CO | Willamette Pass, OR |
| Como Park Ski Center, MN | Pebble Creek, ID | Winterplace, WV |
| Canadian National Ski Patrol | Perfect North Slopes Patrol, IN | Wisp Resort, MD |
| Chestnut Mountain Resort, IL | Perisher Ski Patrol, Australia | Yawgoo Valley, RI |
| Copper Mountain, CO | Pine Knob, MI | University Maine, Farmington Ski Team |

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly award Emergency Construction Contracts for Reconstruction of Sewer Pump Station #13 – Fund: Utilities; Vendor: San Joaquin Electric in the amount of \$89,500 and Burt and Burt, Inc. in the amount of \$14,000

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

DATE: March 24, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Award Emergency Construction Contract for Reconstruction of Sewer Pump Station #13 – Fund: Utilities; Vendor: San Joaquin Electric in the amount of \$89,500.
2. Award Emergency Construction Contract for Reconstruction of Sewer Pump Station #13 – Fund: Utilities; Vendor: Burt and Burt, Inc. in the amount of \$14,000.
3. Authorize Staff to execute the contract documents.

II. DISTRICT STRATEGIC PLAN

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

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

III. BACKGROUND

- Sunday, February 21st at 10:00 a.m. – Vehicle crashes into Sewer Pump Station (SPS)#13 destroying all of the electrical control panels and power box.
- Sunday, February 21st – Public Works crews monitor SPS#13 24/7 until a temporary fix to get one pump operational can be completed. To prevent sanitary sewer overflow Public Works staff operate the Vactor truck evacuating the wet well and transporting the effluent to SPS#12 on a 24/7 basis.
- Monday, February 22nd – San Joaquin Electric (SJE) is hired and worked with Public Works staff to provide temporary power to one sewer pump through the use of an electric generator.
- Tuesday, February 23rd – Public Works Staff and SJE are successful in getting a single pump operational under electric generator power. At 7:00 am, Public Works crews cease 24/7 monitoring and evacuating and transporting the effluent from SPS#13 to SPS#12.
- February 22nd - March 24th – SJE and Public Works collaborate on a permanent solution and received a proposal for \$89,500 to perform the necessary electrical work.
- Separately, Public Works has received a proposal for \$14,000 to complete the required demo work, re-pouring the concrete pad, installing bollards, and replacing the damaged shade structure and paint as needed/required.
- Upon Board of Trustees approval, Staff will issue a notice to proceed to the appropriate contractors to facilitate the required repairs.
- IVGID's Safety Specialist is working with all parties involved to process an insurance claim.

Emergency action to authorize this contract with SJE and Burt & Burt is necessary as the required electrical equipment to complete the permanent repair has a 10 - 12 week lead time. Preparing bid documents, publicly advertising, and bidding the project will add 60 - 120 days to this project. As stated above, the temporary repair to SPS#13 only provides power to a one (1) pump. SPS#13 typically operates with two pumps, one pump in lead and the second pump in lag position. Should a sewer overflow occur it is highly probable that raw sewage would enter Lake Tahoe.

Review, discuss and possibly award Emergency Construction Contracts for Reconstruction of Sewer Pump Station #13 – Fund: Utilities Vendor: San Joaquin Electric in the amount of \$89,500 and Burt and Burt, Inc. in the amount of \$14,000.



IV. BID RESULTS

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

V. FINANCIAL IMPACT AND BUDGET

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

Task	Cost
San Joaquin Electric	\$89,500
Burt and Burt, Inc	\$14,000
IVGID staff expenses incurred through 3/11/21	\$24,213.48
Anticipated additional IVGID staff expenses	\$20,000
SPS #13 Reconstruction Total	\$147,713.48

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

VI. ALTERNATIVES

None proposed.

VII. BUSINESS IMPACT

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

Attachments:

- San Joaquin Electric, Short Form Agreement and proposal
- Burt and Burt, Inc., Short Form Agreement and proposal

SHORT FORM AGREEMENT

Between

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

and

BURT & BURT, INC.

for

CONSTRUCTION SERVICES

This Agreement is made as of (date) between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **BURT & BURT, INC.**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of demolition and repair of IVGID's Sewage Pump Station 13, located in Crystal Bay, Nevada.

1.2 All documentation, drawings, reports, and invoices submitted for this project will include **IVGID PO Number TBD.**

1.3 The Project will begin on or about date and be completed by date.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 9, inclusive
- B. Contractor's Bid submitted on March 11, 2021
- C. Original Request for Proposals
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

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

ARTICLE 3 – INSURANCE REQUIREMENTS

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

- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

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

4.2 Licenses

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

4.3 Construction Dumpsters

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

4.4 Working Hours

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

4.5 Changes and Modifications

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

4.6 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out

of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. 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.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

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

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.

- B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

- A. Time and Materials. Owner shall pay Contractor for the Project as follows:
 - 1. Compensation shall be as indicated in Attachment A, billed on a time and materials basis, with a total anticipated amount of **Fourteen Thousand Dollars (\$14,000.00)** ("Contract Price").

6.2 Payment Procedures

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

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

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

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

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

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

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

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

8.3 Waiver

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

8.4 Extent of Agreement

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

8.5 Controlling Law

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

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

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed
and approves this document

By: _____
Joshua Nelson
District General Counsel

Date

Agreed to:

Brad Underwood, P. E.
Director of Public Works

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

CONTRACTOR:
BURT & BURT, INC.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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

Contractor's address for giving notice:
BURT & BURT, INC.
PO Box 1461
Crystal Bay, Nevada 89402
775-742-1589

BURT & BURT, INC.
 P.O. Box 1461
 CRYSTAL BAY, NEVADA 89402
 (530) 546-1012 (775) 742-1589
 Nevada Lic. #32348

PROPOSAL

Page No. _____ of _____ Pages

To:

IUGTD Utilities

JOB NAME / NO. Damage repair at	
LOCATION Summers Loop Lift	
Station	
PHONE	DATE March 11 2021

We hereby submit specifications and estimates for:

Time and Material proposal to repair
 Damage at Summers Loop Lift Station.
 1. Demo existing 4" bollards and concrete pad for
 pedestal and disposal.
 2. Air vent Damage excavate repair (now damp)
 Reinstall with concrete solar.
 3. 2 new 6" bollards new concrete pedestal pad
 4. New overhead weather structure above pedestal.
 Any other labor material job costs will be Billed
 at Time and Material.
 Owner is responsible for any permits, Fees, agency
 coordination

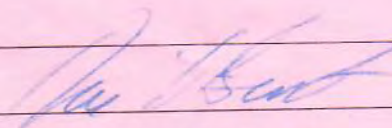
Contractors are required by law to be Licensed and regulated by the State Contractors Board. Questions concerning any contractor may be referred to the Registrar of the board whose mailing address is: 9870 Gateway Drive, Reno, NV 89511. In the event of actions taken by reason of this agreement the prevailing party shall be entitled to reasonable attorney fees. Delinquent accounts shall be charged 1 1/2 % service charge per month (18% APR).

WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:
 Not to Exceed Fourteen thousand dollars (\$ 14,000.00).

Payable as follows:

Lump sum

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
 Signature 

NOTE: This proposal may be withdrawn
 by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

SHORT FORM AGREEMENT
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
SAN JOAQUIN ELECTRIC, INC.
for
CONSTRUCTION SERVICES

This Agreement is made as of date between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **SAN JOAQUIN ELECTRIC, INC.**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

- 1.1** Contractor shall perform the following tasks:
Services as described in the Contract Documents included with this Agreement, basically consisting of furnishing and installing a new control panel pedestal with the following components: 100-amp, 480-volt 3 phase meter main service, 100-amp automatic transfer switch, 3 KVA transformer, 50 amp panelboard, 2 – Allen Bradley SMC Flex soft starters, breakers, terminal blocks and miscellaneous wiring for a complete and functional control panel for the items in the District's damaged Sewage Pumping Station 13.
- 1.2** All documentation, drawings, reports, and invoices submitted for this project will include IVGID PO Number TBD.
- 1.3** The Project will begin on or about date and be completed by date (equipment procurement has a 9- to 11-week lead time).

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

- 2.1** This Agreement consists of the following Contract Documents:
 - A. This Short Form Agreement, pages 1 through 8, inclusive
 - B. Contractor's proposal submitted March 23, 2021
 - C. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)
- 2.2** In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.
 - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.

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

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.
- 3.3 **Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the

provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

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

4.2 Licenses

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

4.3 Construction Dumpsters

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

4.4 Working Hours

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

4.5 Changes and Modifications

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

4.6 Contractor’s General Warranty and Guarantee

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

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

4.7 Correction Period

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

4.8 Indemnification

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

ARTICLE 5 – OWNER'S RESPONSIBILITIES

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

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

- A. Time and Materials. Owner shall pay Contractor for the Project as follows:
 - 1. Compensation shall be as indicated in Attachment A, billed on a time and materials basis, with a total anticipated amount of **Eighty-Nine Thousand Five Hundred Dollars (\$89,500.00)** ("Contract Price").

6.2 Payment Procedures

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

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

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

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

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

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

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and

Contractors as Contractor may deem appropriate to assist in the performance of Services.

- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

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

8.3 Waiver

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

8.4 Extent of Agreement

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

8.5 Controlling Law

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

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

OWNER:
INCLINE VILLAGE G. I. D.
The undersigned has read, reviewed
and approves this document

CONTRACTOR:
SAN JOAQUIN ELECTRIC, INC.
Agreed to:

By: _____
Joshua Nelson
District General Counsel

Date

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Agreed to:

Brad Underwood, P. E.
Director of Public Works

Date

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

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1267- Engineering Div. Phone

Contractor's address for giving notice:
SAN JOAQUIN ELECTRIC, INC.
2342 Teepee Drive
Stockton, California 95205
209-993-6782



SAN JOAQUIN ELECTRIC, INC

ELECTRICAL CONTRACTOR
EFFICIENTLY DOING IT RIGHT THE FIRST TIME

2342 TEEPEE DR. – STOCKTON, CA 95205 - P.O. BOX 30068 – STOCKTON, CA 95213 - LICENSE #410103
PHONE (209) 952-9980 FAX (209) 952-9984

**To: Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451
Attn: Jim Youngblood
RE: SPS 13 New Electrical control panel**

Dear Jim,

After our site visit and reviewing of the existing electrical as-builts of the control panel for the sewer pump station #13, I have put together a price to furnish and install a new control panel pedestal with the following components:

100-amp, 480-volt 3 phase meter main service, 100-amp automatic transfer switch, 3 KVA transformer, 50 amp panelboard, 2 – Allen Bradley SMC Flex soft starters, breakers, terminal blocks and miscellaneous wiring for a complete and functional control panel for the items in the dry pit sewer pump station.

The approximate lead after approval of this proposal is 9-11 weeks to procure all the materials for the new control panel. Please feel free to contact me with any questions, thank you.

This work will be completed on a time and materials basis and not to exceed \$89,500 without authorization from IVGID.

**Wade Johnson
Vice President
San Joaquin Electric
209-993-6782**

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Indra Winqest
General Manager

FROM: Darren Howard
Director of Golf & Community Services

SUBJECT: Review, discuss and possibly approve Golf Play Pass rate structure, Daily Green fees and Range fee rates for the Incline Village Golf Courses for the 2021 season.

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: March 31, 2021

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to approve Golf Play Pass rate structure, Daily Green fees and Range fee rates for the Incline Village Golf Courses for the 2021 season.

II. BACKGROUND

This agenda item presents for Board consideration a revised recommendation related to rates to be charged for use of the Championship and Mountain golf courses, based on feedback and follow-up actions from the discussion and Board direction from their meeting of March 10, 2021.

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

While staff believes that daily rates charged for Non-residents, Guests and Residents, on average, meet or exceed target cost-recovery levels, the 2020

Review, discuss and possibly
approve Golf Play Pass,
Daily Green Fees and Range
fee rates for the 2021 golf season

-2-

March 25, 2021

season rates charged for Golf Play Passes fall well below target cost-recovery levels. In addition, staff had proposed modifying the rate structure for Golf Play Passes to better reflect both the average rounds and wide range in rounds actually played by residents who purchase Golf Play Passes, relative to the assumptions built into the current Golf Play Pass rates.

At their Board meeting of March 10th, the Board of Trustees received a presentation on the staff recommendation and directed staff to a) consider an incremental approach to raising Golf Play Pass rates, and b) re-convene with representatives of the golfing community to seek additional input on proposed 2021 season golf rates, reinforcing the goal of increased cost-recovery from Golf Play Passes and Daily Green fees.

Staff has since met with representatives from various golf groups, and has developed a revised recommendation for 2021 golf season rates, consistent with Board direction from the March 10th meeting.

This agenda items seeks Board approval to establish 2021 golf season rates for Daily Green Fees, Play Passes and Range fees.

III. DISCUSSION

Golf Play Passes – (See Exhibit A)

The revised recommendation related to Golf Play Pass rates for the 2021 golf season is as follows (See Exhibit A):

- 1) Maintain the existing rate structure, to include Unlimited All-You-Can-Play passes for the 2021 season,
- 2) Increase rates charged for Golf Play Passes by 5% across-the board
- 3) Consider additional increases in following years to achieve increased level of cost-recovery from Golf Play Passes.

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

Based on discussions with representatives from various golf groups, and consistent with Board's direction to increase the level of cost-recovery from golf

Review, discuss and possibly
approve Golf Play Pass,
Daily Green Fees and Range
fee rates for the 2021 golf season

-3-

March 25, 2021

user charges for services, staff is recommending increases for the Daily Green Fees charged to Guests. The proposed increases are generally in the range of 5%, but vary depending on the specific course, season and time slot(s)

- Guest Daily Green Fees for the Championship Course are proposed to be increased in the range of 5.0% to 20.0%, based on time of year and time slots (See Exhibit B).
- Guest Daily Green Fees for the Mountain Course are proposed to be in the range of 0% to 15.4%, based on time of year and time slots (See Exhibit C).

Hyatt Rates – (See Exhibit D)

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

- Staff is recommending increases to the Hyatt rates for play at the Championship Golf Course, ranging from 4.8% to 12.0%, based on time of year.
- Hyatt rates for the Mountain Course are proposed to be increased in the range of 4.4% to 24.0%, based on time of year and time slots.

Range Fees – (See Exhibit E)

Range Fees, include driving range, golf club rentals and rider rentals are proposed for the 2021 season (See Exhibit E).

- Resident and non-resident rates for the driving range rates are proposed to remain unchanged.
- Golf club rentals and rider fees at the Championship Course are proposed to be increased by \$10.00.
- Gold club rentals and rider fees at the Mountain Course are proposed to be increased by \$5.00.

IV. FINANCIAL IMPACT AND BUDGET

The proposed rates Golf Play Passes and Daily Rates for the 2021 golf season as recommended in this report are expected to increase revenues by an estimated \$45,000. Of this increase, \$35,000 is estimated for the Championship Golf Course and \$10,000 for the Mountain Golf Course. An additional \$9,000 - \$10,000 in increased revenue is estimated to be generated by proposed rate increases for the Driving Range and golf club rentals.

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

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

Rounds of Golf	23,000
Cost Per Round	
<i>Operating Costs</i>	\$ 77.93
<i>Operating Costs + OVHD</i>	\$ 92.46
<i>Oper. Costs, OVHD, Capital</i>	\$ 122.79
<i>Oper. Costs, OVHD, Capital, Debt</i>	\$ 130.73

Estimated Revenue per Round	
Residents	\$ 65.00
Guests	\$ 103.80 *
Non-Residents	\$ 141.00
Play Pass	\$ 54.00 *

Note () – Revised to reflect proposed rate increases contained in this agenda item*

Staff is in the process of updating the cost-of-service analysis presented to the Board earlier this year to reflect preliminary FY2021-2022 operating budgets for the District’s two golf courses. However, staff’s analysis suggests that, based on the rates recommended in this agenda item, rates charged for Non-Residents would continue to exceed, on average, the full-cost of a round of golf at the

Review, discuss and possibly
approve Golf Play Pass,
Daily Green Fees and Range
fee rates for the 2021 golf season

-5-

March 25, 2021

Championship Golf Course, and daily green fees charged to Residents and Guests are within the range of the District's target cost-recovery for these products.

With the recommended increase (5%) for Golf Play Passes, the proposed rates, while generating a slightly higher level of cost-recovery in comparison to current rates, remain at a level well below the cost per round.

V. ALTERNATIVES

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

VI. COMMENTS

None at this time.

VII. BUSINESS IMPACT

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

Review, discuss and possibly
 approve Golf Play Pass,
 Daily Green Fees and Range
 fee rates for the 2021 golf season

EXHIBIT A

	Play Passes		Percentage Change 2021 vs 2020 Season
	<u>2021</u>	<u>2020</u>	
Both Courses			
Unlimited All you Can Play - Individual	\$ 2,830.00	\$ 2,695.00	5.0%
Unlimited All you Can Play - Couples	\$ 4,563.00	\$ 4,345.00	5.0%
Unlimited Junior	\$ 263.00	\$ 250.00	5.2%
Unlimited College	\$ 420.00	\$ 400.00	5.0%
Championship Course Only			
10 Play	\$ 832.00	\$ 792.00	5.1%
20 Play	\$ 1,502.00	\$ 1,430.00	5.0%
Limited All You Can Play - Individual	\$ 2,253.00	\$ 2,145.00	5.0%
Limited All You Can Play - Couple	\$ 3,523.00	\$ 3,355.00	5.0%
All You Can Play PM	\$ 1,155.00	\$ 1,100.00	5.0%
Mountain Course Only			
10 Play	\$ 405.00	\$ 385.00	5.2%
Unlimited All You Can Play - Individual	\$ 751.00	\$ 715.00	5.0%
Unlimited All You Can Play - Couples	\$ 1,155.00	\$ 1,100.00	5.0%
All You Can Play - PM	\$ 520.00	\$ 495.00	5.1%
Unlimited Junior	\$ 158.00	\$ 150.00	5.3%

Review, discuss and possibly approve Golf Play Pass, Daily Green Fees and Range fee rates for the 2021 golf season

EXHIBIT B

Championship Course Rates					2020 Rates					Percentage Change			
2021					2020 Rates					2021 vs 2020 Season			
Fee Type	Time of Day				Fee Type	Time of Day							
	Open-2pm	2pm-4pm	After 4pm	After 5:30pm		Open-2pm	2pm-4pm	After 4pm	After 5:30pm				
Shoulder Season (Open - June 13)													
Monday-Thursday					Monday-Thursday								
Resident	\$ 65.00	\$ 40.00	\$ 30.00	\$ 23.00	Resident	\$ 65.00	\$ 40.00	\$ 30.00	\$ 23.00	5.6%	6.2%	6.7%	5.3%
Guest	\$ 95.00	\$ 69.00	\$ 48.00	\$ 40.00	Guest	\$ 90.00	\$ 65.00	\$ 45.00	\$ 38.00				
Non-Resident	\$ 130.00	\$ 80.00	\$ 60.00	\$ 45.00	Non-Resident	\$ 130.00	\$ 80.00	\$ 60.00	\$ 45.00				
Friday-Sunday (Holidays)					Friday-Sunday (Holidays)								
Resident	\$ 75.00	\$ 50.00	\$ 35.00	\$ 25.00	Resident	\$ 75.00	\$ 50.00	\$ 35.00	\$ 25.00	5.0%	5.3%	6.0%	5.0%
Guest	\$ 105.00	\$ 79.00	\$ 53.00	\$ 42.00	Guest	\$ 100.00	\$ 75.00	\$ 50.00	\$ 40.00				
Non-Resident	\$ 150.00	\$ 95.00	\$ 65.00	\$ 50.00	Non-Resident	\$ 150.00	\$ 95.00	\$ 65.00	\$ 50.00				
High Season (June 14 - September 26)													
Monday-Thursday					Monday-Thursday								
Resident	\$ 90.00	\$ 65.00	\$ 45.00	\$ 30.00	Resident	\$ 90.00	\$ 65.00	\$ 45.00	\$ 30.00	5.2%	5.6%	5.3%	6.7%
Guest	\$ 121.00	\$ 95.00	\$ 79.00	\$ 48.00	Guest	\$ 115.00	\$ 90.00	\$ 75.00	\$ 45.00				
Non-Resident	\$ 199.00	\$ 140.00	\$ 95.00	\$ 60.00	Non-Resident	\$ 199.00	\$ 140.00	\$ 95.00	\$ 60.00				
Friday-Sunday (Holidays)					Friday-Sunday (Holidays)								
Resident	\$ 95.00	\$ 75.00	\$ 55.00	\$ 37.00	Resident	\$ 95.00	\$ 75.00	\$ 55.00	\$ 37.00	5.0%	5.0%	5.0%	5.8%
Guest	\$ 126.00	\$ 105.00	\$ 84.00	\$ 55.00	Guest	\$ 120.00	\$ 100.00	\$ 80.00	\$ 52.00				
Non-Resident	\$ 220.00	\$ 150.00	\$ 105.00	\$ 75.00	Non-Resident	\$ 220.00	\$ 150.00	\$ 105.00	\$ 75.00				
Shoulder Season (September 27-Closing)													
Monday-Thursday					Monday-Thursday								
Resident	\$ 65.00	\$ 45.00	\$ 30.00	\$ 23.00	Resident	\$ 65.00	\$ 45.00	\$ 25.00	\$ 23.00	0.0%	0.0%	20.0%	0.0%
Guest	\$ 95.00	\$ 74.00	\$ 48.00	\$ 40.00	Guest	\$ 90.00	\$ 70.00	\$ 40.00	\$ 38.00	5.6%	5.7%	20.0%	5.3%
Non-Resident	\$ 145.00	\$ 100.00	\$ 60.00	\$ 45.00	Non-Resident	\$ 145.00	\$ 100.00	\$ 60.00	\$ 45.00				
Friday-Sunday (Holidays)					Friday-Sunday (Holidays)								
Resident	\$ 75.00	\$ 55.00	\$ 35.00	\$ 25.00	Resident	\$ 75.00	\$ 55.00	\$ 30.00	\$ 25.00	0.0%	0.0%	16.7%	0.0%
Guest	\$ 105.00	\$ 84.00	\$ 53.00	\$ 42.00	Guest	\$ 100.00	\$ 80.00	\$ 45.00	\$ 40.00	5.0%	5.0%	17.8%	5.0%
Non-Resident	\$ 165.00	\$ 120.00	\$ 65.00	\$ 50.00	Non-Resident	\$ 165.00	\$ 120.00	\$ 65.00	\$ 50.00				

Review, discuss and possibly approve Golf Play Pass, Daily Green Fees and Range fee rates for the 2021 golf season

EXHIBIT C

Mountain Course Rates					2020 Rates					Percentage Change 2021 vs 2020 Season		
2021					2020 Rates							
Fee Type	Time of Day				Fee Type	Open-2pm	2pm-4pm	After 4pm	After 5:30pm			
	Open-2pm	2pm-4pm	After 4pm	After 5:30pm		Open-2pm	2pm-4pm	After 4pm	After 5:30pm			
Shoulder Season (Open-June 13)												
Monday-Thursday												
Resident	\$ 36.00	\$ 33.00	\$ 21.00		Resident	\$ 36.00	\$ 33.00	\$ 21.00		0.0%	0.0%	4.8%
Guest	\$ 46.00	\$ 37.00	\$ 22.00		Guest	\$ 46.00	\$ 37.00	\$ 21.00				
Non-Resident	\$ 50.00	\$ 40.00	\$ 40.00		Non-Resident	\$ 50.00	\$ 40.00	\$ 40.00				
Friday-Sunday (Holidays)												
Resident	\$ 41.00	\$ 37.00	\$ 24.00		Resident	\$ 41.00	\$ 37.00	\$ 24.00		3.9%	4.8%	8.3%
Guest	\$ 53.00	\$ 44.00	\$ 26.00		Guest	\$ 51.00	\$ 42.00	\$ 24.00				
Non-Resident	\$ 55.00	\$ 55.00	\$ 45.00		Non-Resident	\$ 55.00	\$ 55.00	\$ 45.00				
High Season (June 14 - September 26)												
Monday-Thursday												
Resident	\$ 44.00	\$ 44.00	\$ 26.00		Resident	\$ 44.00	\$ 44.00	\$ 26.00		5.6%	4.3%	7.7%
Guest	\$ 57.00	\$ 49.00	\$ 28.00		Guest	\$ 54.00	\$ 47.00	\$ 26.00				
Non-Resident	\$ 70.00	\$ 65.00	\$ 45.00		Non-Resident	\$ 70.00	\$ 65.00	\$ 45.00				
Friday-Sunday (Holidays)												
Resident	\$ 48.00	\$ 48.00	\$ 29.00		Resident	\$ 48.00	\$ 48.00	\$ 29.00		5.2%	5.7%	6.9%
Guest	\$ 61.00	\$ 56.00	\$ 31.00		Guest	\$ 58.00	\$ 53.00	\$ 29.00				
Non-Resident	\$ 75.00	\$ 70.00	\$ 50.00		Non-Resident	\$ 75.00	\$ 70.00	\$ 50.00				
Shoulder Season (September 27-Closing)												
Monday-Thursday												
Resident	\$ 36.00	\$ 33.00	\$ 21.00		Resident	\$ 36.00	\$ 33.00	\$ 21.00		4.3%	5.4%	14.3%
Guest	\$ 48.00	\$ 39.00	\$ 24.00		Guest	\$ 46.00	\$ 37.00	\$ 21.00				
Non-Resident	\$ 55.00	\$ 50.00	\$ 40.00		Non-Resident	\$ 55.00	\$ 50.00	\$ 40.00				
Friday-Sunday (Holidays)												
Resident	\$ 41.00	\$ 37.00	\$ 24.00		Resident	\$ 41.00	\$ 37.00	\$ 24.00		5.9%	4.8%	8.3%
Guest	\$ 54.00	\$ 44.00	\$ 26.00		Guest	\$ 51.00	\$ 42.00	\$ 24.00				
Non-Resident	\$ 60.00	\$ 55.00	\$ 45.00		Non-Resident	\$ 60.00	\$ 55.00	\$ 45.00				
Nine Hole Rates (Mountain Course)												
Shoulder Season (Open-June 13)												
Monday-Thursday												
Resident	\$ 24.00	\$ 20.00	\$ 13.00		Resident	\$ 24.00	\$ 20.00	\$ 13.00		6.9%	4.0%	15.4%
Guest	\$ 31.00	\$ 26.00	\$ 15.00		Guest	\$ 29.00	\$ 25.00	\$ 13.00				
Non-Resident	\$ 34.00	\$ 29.00	\$ 21.00		Non-Resident	\$ 34.00	\$ 29.00	\$ 21.00				
Friday-Sunday (Holidays)												
Resident	\$ 26.00	\$ 24.00	\$ 16.00		Resident	\$ 26.00	\$ 24.00	\$ 16.00				
Guest	\$ 35.00	\$ 30.00	\$ 19.00		Guest	\$ 31.00	\$ 29.00	\$ 16.00				
Non-Resident	\$ 37.00	\$ 34.00	\$ 27.00		Non-Resident	\$ 37.00	\$ 34.00	\$ 27.00				
High Season (June 14 - September 12)												
Monday-Thursday												
Resident	\$ 30.00	\$ 25.00	\$ 16.00		Resident	\$ 30.00	\$ 25.00	\$ 16.00		5.7%	6.7%	12.5%
Guest	\$ 37.00	\$ 32.00	\$ 18.00		Guest	\$ 35.00	\$ 30.00	\$ 16.00				
Non-Resident	\$ 42.00	\$ 37.00	\$ 26.00		Non-Resident	\$ 42.00	\$ 37.00	\$ 26.00				
Friday-Sunday (Holidays)												
Resident	\$ 33.00	\$ 30.00	\$ 19.00		Resident	\$ 33.00	\$ 30.00	\$ 19.00		5.3%	5.7%	10.5%
Guest	\$ 40.00	\$ 37.00	\$ 21.00		Guest	\$ 38.00	\$ 35.00	\$ 19.00				
Non-Resident	\$ 46.00	\$ 42.00	\$ 32.00		Non-Resident	\$ 46.00	\$ 42.00	\$ 32.00				
Shoulder Season (September 13-Closing)												
Monday-Thursday												
Resident	\$ 24.00	\$ 20.00	\$ 13.00		Resident	\$ 24.00	\$ 20.00	\$ 13.00		3.4%	4.0%	15.4%
Guest	\$ 30.00	\$ 26.00	\$ 15.00		Guest	\$ 29.00	\$ 25.00	\$ 13.00				
Non-Resident	\$ 34.00	\$ 29.00	\$ 21.00		Non-Resident	\$ 34.00	\$ 29.00	\$ 21.00				
Friday-Sunday (Holidays)												
Resident	\$ 26.00	\$ 24.00	\$ 16.00		Resident	\$ 26.00	\$ 24.00	\$ 16.00		6.5%	3.4%	12.5%
Guest	\$ 33.00	\$ 30.00	\$ 18.00		Guest	\$ 31.00	\$ 29.00	\$ 16.00				
Non-Resident	\$ 37.00	\$ 34.00	\$ 27.00		Non-Resident	\$ 37.00	\$ 34.00	\$ 27.00				

Review, discuss and possibly approve Golf Play Pass, Daily Green Fees and Range fee rates for the 2021 golf season

EXHIBIT D

Hyatt Rates		2021 Rates				2020 Rates				Percentage Change 2021 vs 2020 Season						
Championship Course																
Time of Day		Open-2pm	2pm-4pm	After 4pm	After 5:30pm	Time of Day		Open-2pm	2pm-4pm	After 4pm	After 5:30pm					
Shoulder Season (Open-June 13)																
Monday-Thursday	\$ 105.00	\$ 74.00	\$ 53.00	\$ 42.00	Monday-Thursday	\$ 100.00	\$ 70.00	\$ 50.00	\$ 40.00	5.0%	5.7%	6.0%	5.0%			
Friday-Sunday (Holidays)	\$ 137.00	\$ 84.00	\$ 63.00	\$ 48.00	Friday-Sunday (Holidays)	\$ 130.00	\$ 80.00	\$ 60.00	\$ 45.00	5.4%	5.0%	5.0%	6.7%			
High Season - (June 14-September 26)																
Monday-Thursday	\$ 175.00	\$ 121.00	\$ 84.00	\$ 60.00	Monday-Thursday	\$ 159.00	\$ 110.00	\$ 75.00	\$ 55.00	10.1%	10.0%	12.0%	9.1%			
Friday-Sunday (Holidays)	\$ 186.00	\$ 143.00	\$ 94.00	\$ 75.00	Friday-Sunday (Holidays)	\$ 169.00	\$ 130.00	\$ 85.00	\$ 70.00	10.1%	10.0%	10.6%	7.1%			
Shoulder Season - (September 27 - Closing)																
Monday-Thursday	\$ 131.00	\$ 95.00	\$ 53.00	\$ 45.00	Monday-Thursday	\$ 125.00	\$ 90.00	\$ 50.00	\$ 45.00	4.8%	5.6%	6.0%	0.0%			
Friday-Sunday (Holidays)	\$ 154.00	\$ 112.00	\$ 58.00	\$ 45.00	Friday-Sunday (Holidays)	\$ 145.00	\$ 110.00	\$ 55.00	\$ 45.00	6.2%	1.8%	5.5%	0.0%			
Mountain Course - 18 Holes																
Shoulder Season (Open-June 13)										N/A						
Monday-Thursday	\$ 47.00	\$ 37.00	\$ 32.00		Monday-Thursday	\$ 40.00	\$ 35.00	\$ 30.00		17.5%	5.7%	6.7%				
Friday-Sunday (Holidays)	\$ 53.00	\$ 47.00	\$ 42.00		Friday-Sunday (Holidays)	\$ 50.00	\$ 45.00	\$ 40.00		6.0%	4.4%	5.0%				
High Season - (June 14-September 12)																
Monday-Thursday	\$ 66.00	\$ 61.00	\$ 44.00		Monday-Thursday	\$ 60.00	\$ 55.00	\$ 40.00		10.0%	10.9%	10.0%				
Friday-Sunday (Holidays)	\$ 72.00	\$ 66.00	\$ 50.00		Friday-Sunday (Holidays)	\$ 65.00	\$ 60.00	\$ 45.00		10.8%	10.0%	11.1%				
Shoulder Season - (September 13 - Closing)																
Monday-Thursday	\$ 50.00	\$ 42.00	\$ 37.00		Monday-Thursday	\$ 45.00	\$ 40.00	\$ 35.00		11.1%	5.0%	5.7%				
Friday-Sunday (Holidays)	\$ 58.00	\$ 47.00	\$ 42.00		Friday-Sunday (Holidays)	\$ 55.00	\$ 45.00	\$ 40.00		5.5%	4.4%	5.0%				
Mountain Course - 9 Holes																
Shoulder Season (Open-June 13)																
Monday-Thursday	\$ 31.00	\$ 26.00	\$ 19.00		Monday-Thursday	\$ 29.00	\$ 24.00	\$ 18.00		6.9%	8.3%	5.6%				
Friday-Sunday (Holidays)	\$ 36.00	\$ 31.00	\$ 23.00		Friday-Sunday (Holidays)	\$ 32.00	\$ 25.00	\$ 22.00		12.5%	24.0%	4.5%				
High Season - (June 14-September 12)																
Monday-Thursday	\$ 41.00	\$ 33.00	\$ 22.00		Monday-Thursday	\$ 37.00	\$ 30.00	\$ 20.00		10.8%	10.0%	10.0%				
Friday-Sunday (Holidays)	\$ 44.00	\$ 39.00	\$ 30.00		Friday-Sunday (Holidays)	\$ 40.00	\$ 35.00	\$ 27.00		10.0%	11.4%	11.1%				
Shoulder Season - (September 12 - Closing)																
Monday-Thursday	\$ 31.00	\$ 27.00	\$ 19.00		Monday-Thursday	\$ 29.00	\$ 24.00	\$ 18.00		6.9%	12.5%	5.6%				
Friday-Sunday (Holidays)	\$ 34.00	\$ 31.00	\$ 23.00		Friday-Sunday (Holidays)	\$ 32.00	\$ 28.00	\$ 22.00		6.3%	10.7%	4.5%				

Review, discuss and possibly
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 Daily Green Fees and Range
 fee rates for the 2021 golf season

-10-

March 25, 2021

EXHIBIT E

2021				2020			Percentage Change vs 2020 Season			2021
Range Fees	Small	Medium	Large	Small	Medium	Large				
Resident	\$ 5.00	\$ 10.00	\$ 15.00	\$ 5.00	\$ 10.00	\$ 15.00				
Non-Resident	\$ 7.00	\$ 12.00	\$ 17.00	\$ 7.00	\$ 12.00	\$ 17.00				
Championship Course										
	2021		2020							
Golf Club Rentals	\$ 85.00		\$ 75.00							
Rider Fees (per person)	\$ 35.00		\$ 25.00							
Mountain Course										
	2021		2020							
Golf Club Rentals	\$50 - 18 Holes		\$45 - 18 Holes							
	\$25 - 9 Holes		\$20 - 9 Holes							
Rider Fees (per person)	\$15 - 18 Holes		\$10 - 18 Holes							
	\$10 - 9 Holes		\$5 - 9 Holes							
										0.0%
										0.0%
										13.3%
										40.0%
										11%
										25%
										50%
										100%

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Darren Howard
Director of Community Services/Golf

Lauren lida
Sales & Events Coordinator

SUBJECT: Review, discuss and possibly approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings.

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: March 31, 2021

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to approve the provided Facilities rate structure, for the Chateau and Aspen Grove for 2021.

II. BACKGROUND

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

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

Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2021.

for community events, and have also historically contributed to supporting other District programs and activities.

The specific rental rates proposed for adjustment for the District’s banquet facilities at the Chateau and Aspen Grove have been unchanged since 2018. After a comparative review of rates charged by other area venues and in recognition of increasing costs, staff is proposing rate adjustments in order to increase revenues and appropriately position District banquet facilities within the market.

Facility Rental Recommendation

While the comparative market analysis suggests that rental rates for The Chateau and Aspen Grove could be increased by as much as 30% over current rates to, staff is proposing rental rates for 2021-22 be increased by 15% across-the-board, with the exception of peak season Saturday rentals at The Chateau (these rates were increased in 2019).

THE CHATEAU BANQUET FACILITIES

June – October Venue Rates	Non-PPH Rate	Proposed Rate	PPH Rate	Proposed Rate
Saturday	\$7,990	No Change	\$5,993	No Change
Friday & Sunday	\$4,970	\$5,720	\$3,528	\$4,060
Monday-Thursday	\$3,045	\$3,505	\$2,286	\$2,630
November – May Venue Rates				
Saturday	\$4,660	\$5,360	\$3,495	\$4,020
Friday & Sunday	\$3,230	\$3,715	\$2,423	\$2,790
Monday-Thursday	\$2,035	\$2,345	\$1,527	\$1,760

ASPEN GROVE BANQUET FACILITIES

June – September	Non-PPH Rate	Proposed Rate	PPH Rate	Proposed Rate
Saturday	\$3,160	\$3,635	\$2,370	\$2,725
Friday & Sunday	\$2,085	\$2,400	\$1,565	\$1,800
Monday-Thursday	\$1,150	\$1,325	\$885	\$1,020

Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2021.

-3-

March 26, 2021

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

The facility rental rates subject of this agenda item are designed to cover the fixed cost of the facilities, while also contributing to the profit margin realized by providing the facilities for rental to the general public. Staff estimates that the pro-rated fixed cost for facilities at The Chateau is approximated \$167 per hour, or \$1000 for a six-hour rental. The fixed cost for operating facilities at Aspen Grove are estimated at approximately \$46 per hour, or \$280 for a six-hour event.

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

III. FINANCIAL IMPACT AND BUDGET

It is estimated that, for a typical year of rental activity, the adjusted Facility rates to produce an additional \$60,000-\$85,000 in revenues. Short-term revenue impacts are difficult to assess due to the uncertainty surrounding COVID-19 restrictions, and related demand for these types of facilities.

IV. ALTERNATIVES

- The Board of Trustees could consider approving facility rental increases in excess of the 15% proposed, up to 30%, in order to maximize revenues from facility rentals.
- The Board of Trustees could defer action and maintain rates at current levels; however, this option would likely result in foregone revenues based on market comparisons and the projected increase in demand for banquet facilities over the next several months,

Review, discuss and possibly
approve Facility rates for the
Chateau and Aspen Grove for 2021.

-4-

March 26, 2021

V. COMMENTS

None at this time.

VI. BUSINESS IMPACT

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

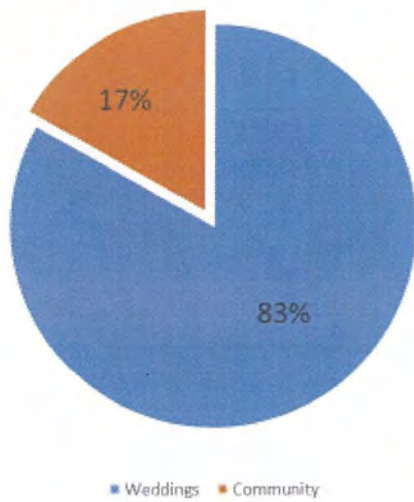
VII. CONCLUSION

Staff recommends that the Board of Trustees makes a motion to approve the provided Facilities rate structure, for the Chateau and Aspen Grove for 2021.

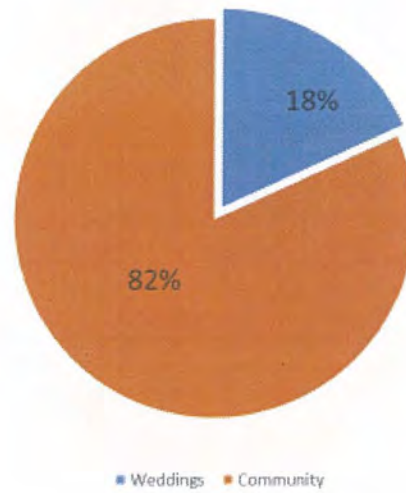
Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2021.

Facility Utilization and Revenue Mix

Facility Revenue 2018/19

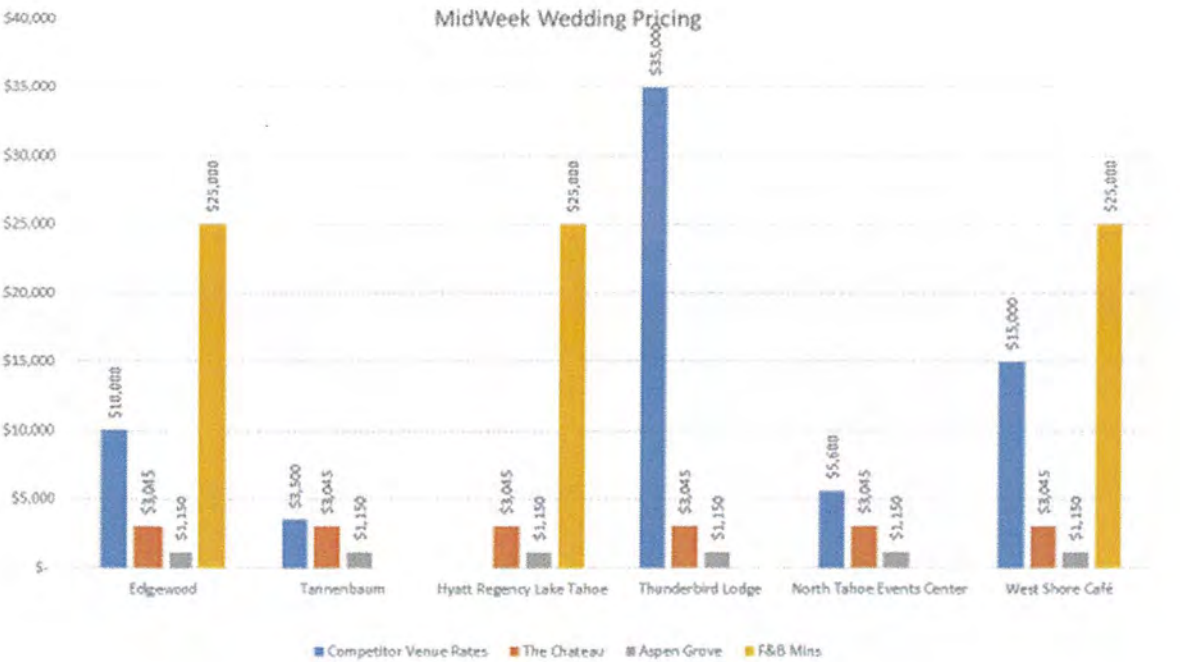


Number of Events 2018/19



Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2021.

COMPARATIVE MARKET ANALYSIS



Review, discuss and possibly approve Facility rates for the Chateau and Aspen Grove for 2021.

Aspen Grove Wedding Expenses & Revenues

Non-Picture Pass Holder

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

Picture Pass Holder – 25% Discount

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

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

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

The Chateau Wedding Expenses & Revenues

Non-Picture Pass Holder

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

Picture Pass Holder - 25 % Discount

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

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

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

MEMORANDUM

TO: Board of Trustees

FROM: Tim Callicrate
Board Chairman

Josh Nelson
General Counsel

SUBJECT: Case No. CV18-01564 Mark E. Smith v. IVGID
Review, discuss and possibly approve a \$10,000 retainer to
Erickson, Thorpe & Swainston, Ltd.

DATE: March 31, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize a \$10,000 retainer to Erickson, Thorpe & Swainston, Ltd. for legal services in Mark E. Smith v. IVGID, Case No. CV18-01564, under the rates and other terms and conditions set forth in the parties' existing engagement agreement.

II. BACKGROUND

Erickson, Thorpe & Swainston, Ltd. provides special counsel litigation services to IVGID in Mark E. Smith v. IVGID, Case No. CV18-01564. The Board of Trustees recently resolved outstanding balances owed to ETS. When requesting Board approval of a portion of these balances, Staff indicated that it would be bringing requests for future spending approval to the Board for consideration.

This item seeks an additional \$10,000 retainer for ETS. This ensures that IVGID can defend itself in the litigation going forward. Consistent with prior discussions, IVGID will continue to prioritize exploring ways to settle this case with the plaintiff. Any future spending requests will be brought to the Board for consideration and approval.

MINUTES

REGULAR MEETING OF FEBRUARY 24, 2021 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, February 24, 2021 at 6:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Sara Schmitz, Matthew Dent (not present on roll call; joined the meeting at 6:24 p.m.), Kendra Wong, and Michaela Tonking (not present on roll call; joined the meeting at 6:12 p.m.).

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

No members of the public were present in accordance with State of Nevada, Executive Directive 006, 016, 018, 021, 026 and 029.

C. INITIAL PUBLIC COMMENTS*

Dick Warren said he went back to comments that he had made in an email to the Director of Finance based on what was said at the January 20th Board meeting. And he quotes, "... Chair Callicrate mentioned ZBB (Zero Based Budgeting), he said he had campaigned for it, etc. You, the Director of Finance, continue to stick with Baseline Budgets. Unless revenues & expenses are laid out, account by account, into what goes in to comprise that particular account's budget, he thinks you're going to have a hard sell. If your Baseline initial discussion is, "Well, we spent X dollars in this expense account last year, and we think that amount is fine for this year", that will not go down well. What is in that account? What did you spend the money on? Why did you spend that amount, etc.? Those kinds of questions need to be answered intelligently. That's why he thinks ZBB is the way to go, it forces those kind of questions to be answered. Later on that discussion seem to then revolve around, instead of ZBB, Fixed Costs (and BTW there is no such thing as a fixed cost, all costs are variable in the end). Now this is a lot of work to analyze all revenue/expense accounts in this manner, he is sure your new Controller understands that. It also requires you to get this information out to the

public as you prepare it because it takes time to absorb this kind of information. You can't dump this information to the public a week before the Budget needs to be approved...." Here is his concern, we are almost only 4 months away from wrapping up FY 2021, but how many accounts have you put out there for us to review from your "baseline perspective"? Most companies start the budgeting process based on 6-8 months of actual activity. IVGID is now at 7 months of actuals through January, where are your budget forecasts based on actuals? To reiterate, Chair Callicrate believes in ZBB, and apparently Trustee Schmitz campaigned on it too (but then, who knows where Trustee Schmitz stands on anything these days?), but you are a "Baseline" guy. So when will we see your analysis per each account? Since most of us know your "Modus Operandi", "stall, delay, give nothing to the Board until it's too late for them to object", he suspects none of us will see the substance of any particular account. So once again, when do you propose to give the Board/Public relevant information on each and every account in the FY21/22 Budget? Let me guess, the 12th of Never. And Board, will you allow IVGID Management, specifically the Director of Finance, to do as he pleases, or will you exercise your fiduciary responsibility to insist upon answers to Budgetary questions? He thinks not because you simply do not want to upset IVGID Management. Why is IVGID blessed with so much incompetence on both the Trustee & Management levels? Thank you.

Cliff Dobler said, regarding the budget, the Championship Golf Course, based on historically data, the past 2020 season, and the 2021 budget produces some startling highlights and real concerns. \$3.8 million in annual revenues, with \$3.2 million in direct expenses. Then there is 18.5% in revenues, a full \$700,000, for back office operations for the 5 months. \$50,000 a month for Accounting and HR, \$30,000 per month for services and supplies, \$37,000 per month for additional salaries and benefits, capital costs and debt service average \$814,000 per year, expected loss for fiscal 2022 is \$931,000 – call it a million bucks. This past season, residents' rounds comprised 75% of all rounds played and averaged \$57 per round. It can be assumed that non-resident rates cannot be increased since the average rate per round went from \$117 in 2019 to \$141,000 in 2020 but the number of rounds shrunk by over 50% leading to a decrease of \$264,000 in revenues. In order to breakeven and continue with this flawed baseline budgeting, resident rates per round would have to be doubled to \$111 per round. Trying to increase revenues is only half the problem. The bloated overhead and administration expenses is where the cuts must be made – start there. He has never seen in his life such bad accounting. Allowing Management to conduct dynamic pricing is a plain giveaway; there is no reason for it. The real problem is cancelled tee times without any penalty. People do not show up and the tee time cannot be filled. There are no waiting lines to fill the spot. The Mountain Course is even worse. Over the past 5 years, revenues only averaged \$667,000 but operating expenses are

\$967,000. Adding capital costs of \$300,000 per year, the citizens have to cough up over a million dollars per year. At that course, residents consume 66% of all tee times with an average of \$26 per round. Rates would have to be increased by \$78 per round to cover the costs. Imagine pricing at \$104 per round, any takers? In 2013, the District engaged Global Golf to review and provide pricing and costing for the two courses which, if followed, would have produced a breakeven by 2018 which has come and gone. Instead, both courses loss almost \$2 million per year. It is time to consider an in depth review to find out where IVGID has gone astray. As he reviews other municipalities which have golf courses, most have made good decisions and engaged outside management firms to operate their courses; IVGID should do the same.

Aaron Katz said he has several statements to submit. Board Chair Callicrate campaigned on zero based budgeting (ZBB), you criticized other Board members who campaigned on one thing and then changed course after they were elected. You called it a lack of integrity and yet that is exactly what you are doing now. Trustee Dent campaigned on ZBB. Trustee Schmitz represented her campaign platform was Board Chair's Callicrate and therefore she was campaigning for ZBB, that's a majority. Staff refused to submit a ZBB so cancel tonight's meeting as it is a waste. Send Staff home and let Staff know they work for us. If you don't do this, they will delay and delay until the eve of preliminary budget and do the same with the final budget. You will fold just like you did for the CAFR.

Frank Wright said he has been listening to the comments so far and, as usual, people are bringing incredible information to the District. The concept that everyone uses moving forward is that the path that is chosen is a circular path with no progress. Then, it is back patting time and the standard is how much hard work you have put in. Have a treadmill leadership, just burning calories, but not getting anything done. Let's go to the CAFR, have a stellar Audit Committee and stellar consultant. The Board undermined them. What a joke as these talents are for free. Mr. Katz has brought some very interesting things forward and what is the Board going to do - nothing. He has brought things forward and you have done nothing. To have employees have free access to something that we have to pay for - we pay the Recreation Fee and pay what we use for and the employees get it for free and if they are here long enough, they get it for free. What action has the Board taken? The Board never sets any standards. This has got to come to an end and pay attention to what we are doing.

John Jansen said that he and his wife moved here in 2012 because it offered a fantastic environment. One of the things they love about this community is the two golf courses and the Chateau and banquet facilities. It adds tremendous value to their property value and our community. In order to thrive, they rely on the support

of the local residents. The Championship and Mountain Golf courses rely on locals and residents as does the Chateau. Incline has about 1,000 locals who play at the courses etc. They spend about \$100,000 at the Chateau during the week days. They provide a stable foundation for this community. He is a president of IVGC and urges the Board to maintain the excellent facilities and staff.

Judith Miller said as many of you already know the County is forging ahead with their regulations that will legitimize short term rentals unlimited in our residential areas. It seems to her that it is only a matter of time before short term rentals become the majority of housing units here. No workforce housing, no longer term rentals, a few gated enclaves of homes where an HOA has prohibited short term rentals and maybe a few brave full time residents scattered around. Unless IVGID does something to limit access to our beaches, it won't be long until we won't have a community. School enrollment has been steadily declining and once the pandemic is over, many of the families who sought refuge here will likely return to their former locations. School enrollment hasn't increased in our village schools as she had hoped so IVGID is the only meager hope that we have of slowing the on slot of tourism that we have all witnessed the last few years. Maybe life will never be the same but unless IVGID does something to limit beach access and make our exclusive amenities more costly for the visitor, we will have more and more short term rentals displacing residents so she hopes as you consider setting rates, you really make sure you can have the visitor rates as high as the market would possibly bear. She knows that the Ordinance 7 Committee has been warned of possible lawsuits if we change or even keep our current policies but she would like to suggest that you look into a procedure that IVGID used a number of times in the past; it's called judicial confirmation. It is in Chapter 43 of the Nevada Revised Statutes. A court will determine whether some proposed policies are in keeping with Nevada statutes. It is a good way to get a determination, it is supposed to be prioritized ahead of other types of cases and before moving forward with regulations that might be questionable, it would be a good idea to pursue this. Hopefully, District General Counsel can do a little research on how IVGID has used the process in the past. She does think that we are all going to have to get used to paying for what we use. She is sorry that the previous caller felt that we should be subsidizing golf but if you are using the golf facilities, you need to look at the costs and then adjust the rates accordingly. She doesn't even think we should have season passes rather it should be what does a round cost if you play 20 rounds. If you play 20 rounds, you should pay for 20 rounds - whatever that cost may be and she hopes we are going to look at, in some detail, what does a round of golf cost.

Lynn Whetstone said the agenda for the January 20, 2021 Budget Workshop indicates that the February workshop will include a discussion of baseline revenues/fee structure for the various venues. She is writing to request this review

Minutes

Meeting of February 24, 2021

Page 5

include a look at restructuring the fees for two of the venues: Tennis Center and the kayak/paddleboard racks at the beaches. She has previously raised these issues to the current General Manager and indicated my willingness to work with staff to come up with more equitable and appropriate fee structures. The primary issues at the Tennis Center relate to inequities between the tennis and pickleball fees/passes and the regular fees/passes versus the discounted rates for IVGID pass holders. She has been told by a former IVGID employee that the pickleball rates were originally set artificially low in order to encourage the growth of the pickleball program. That goal has long since been met, and the rates need to be adjusted to reflect the share of the tennis center facilities that a pickleball player actually uses. As examples, while a pickleball player only uses 1/4 of the court space of a doubles tennis player, each player has equal access to parking spaces, the clubhouse, restrooms, walkways, etc. Last summer the cost of an adult tennis center membership for an IVGID pass holder was \$370 and a pickleball membership was \$110. The pickleball rates need to be adjusted upwards and the tennis rates reduced. Also, with the increasing popularity of pickleball, the nonresident rates for both pickleball and tennis should be increased since there is less excess capacity at the Tennis Center (including parking, etc.) for visitors. Currently, the nonresident rates are in the range of 25% higher than the IVGID pass holder rates. With regard to the rental fees for the kayak/paddleboard racks, in the past IVGID has allowed for both annual and summer-only rentals (the latter at a discounted cost). Since the summer-only rentals can't be rented again over the winter, many users of the racks support a plan which has been under discussion by IVGID staff to switch to annual rentals only. When that is implemented, hopefully as part of this budget process, the rental fee should be reduced to reflect the ongoing cost to IVGID of maintaining the racks. Since the racks are only available for rental by IVGID property owners, the rental fee should be based on actual cost rather than on "what the market will bear" based on their popularity. And, since there are many more racks than there were in the early days of the rental program, the fixed costs can be spread over many more renters than when the program started. Finally, today's agenda shows under "Related Topics", Parcel Owner Allowances and Accounting for Punch Cards. Tennis center passes were part of the Punch Card promotion in 2019, under which residents could use part of the savings from the previous year's punch cards to pay for the passes. Both tennis center passes and kayak rack rentals should be included in any plan which is developed to allow parcel owners to use part of their recreation fee (either savings from the past year or within the year it is paid) towards the cost of services at the various venues. She submitted comments for the January 20th Budget Workshop with regard to a review of the fee structure for the various venues which I am resubmitting at the end of this email. They relate directly to the second topic for tonight's budget workshop, which is the Framework for District Pricing Policy. She believes that the memo to the board by the Director of Finance

discussing this issue does a good job of laying out some of the overarching issues which need to be considered before rates can be set. In addition, however, she believes there still needs to be a review of rates within venues (such as between pickleball and tennis at the Tennis Center as laid out in the forwarded message) as well as between venues, as described in the following paragraph. As a senior IVGID cardholder at the Tennis Center, the cost of a season pass is roughly equivalent to the cost of 32 day passes purchased using the six-pack discount. The pass only makes sense for someone who plans to play at least twice a week over the roughly 4-month season during the time of year when there are a myriad of other wonderful outdoor activities to enjoy around Incline Village. On the other hand, as a super senior, a pass to Diamond Peak for a season of about the same length would cost me less than two day passes. Since she is not a skier, it feels like she is greatly subsidizing the use of Diamond Peak by other property owners. This needs to be looked at in addition to all of the other cost recovery-related issues which are laid out as part of today's agenda item. Discrepancies such as this should be addressed in any review of fees for the various venues. As this process proceeds, one thing that should be considered is that under the current pricing structure, the venue that feels the most fair to many of us is the pricing for the Recreation Center. Under normal times, without the current pandemic restrictions, there are a wide variety of different activities that an IVGID pass holder can choose from 7 days a week for a reasonable price. Maybe there is a way to use this as a model. As noted in my previous comments, she would be happy to work with staff to develop more equitable and appropriate fee structures, particularly for the Tennis Center and kayak rack rentals. Thank you for your consideration of these issues.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for changes to the agenda; no changes were submitted thus the agenda is approved as submitted.

E. GENERAL BUSINESS (for possible action)

**E.1. Fiscal Year 2020/2021 Mid-Year (2nd Quarter) Budget Update
(Presented by Director of Finance Paul Navazio)**

**E.i.a. Review and discuss the District financial results through
December 31, 2020 (2nd Quarter of Fiscal Year 2020/2021)**

Director of Finance Navazio gave an overview of the submitted materials included in the Board packet. Trustee Schmitz said during public comment she believes that Mr. Warren was

inquiring about year-end projections, tables 3, 4 and table 5, that those columns are reflective of the year end finances coming in at? Director of Finance Navazio said yes, should have said current year end projections. Trustee Schmitz said so that column is what you are projecting at end of fiscal year 2020/2021? Director of Finance Navazio said correct. Trustee Schmitz said on agenda packet page 4, as it relates to the General Fund, one of the things that was pointed out by Moss Adams was that we, were as a District, using central services cost allocations based on budget, not based on actual. Now that we know we are half way through this year, we haven't expended the same amount which is giving us a positive variance in the General Fund; are you anticipating going back and revising those central services cost allocations so we are not overburdening the beaches and Community Services? Director of Finance Navazio said it has been based on budgets; two things, as we get closer to year end, it would be appropriate to get us closer and then modify our processes. In terms of this year's budget, it wouldn't be appropriate to allocate \$1.4 million of General Fund costs if we are only spending \$800,000.

E.i.b. Review and discuss the Popular Capital Improvements Plan Status Report through December 31, 2020 (2nd Quarter Fiscal Year 2020/2021)

Director of Finance Navazio gave an overview of the submitted materials included in the Board packet. Trustee Schmitz said that given what we have learned with the Moss Adams report, one of the first things we should do is to go through these and identify which are capital projects and which are maintenance to be expensed because she thinks that the majority of these things that are on this list are things that will not be capitalized but will be expensed so she thinks that we need to start diverging our language and reports to reflect what we learned with Moss Adams. Second thing that she finds disconcerting is that we have absolutely nothing in here for the pond lining. We, as a Board, have been aware of this so we have to address it and come up with a game plan. One of the things that she is concerned about, with this report, is internal controls because she has identified one particular project on this very long list that had funds instead of being charged to the project code were expensed and operationalized and that just can't be and

she thinks that we need to do a thorough review of internal controls to ensure that every dollar is being spent on a project is being reflected in that project. This was brought to your attention; it was one example but when there is one example there is usually others. She would like to know what your plan is to do a review to ensure that all expenditures are charged to their appropriate project? Director of Finance Navazio said that example was the Rosewood Creek foot bridge project and that some additional work that was deemed necessary or appropriate, that was outside the scope of the initial contract, was done and it was charged to the Parks Maintenance budget and that adjustment did happen in January. The core question – this is one of several internal control issues that we will be looking at. Every example of a potential charge to an account raises the question of what could we do to avoid that in the first place? The current process is that Staff that is responsible for the work do code the invoice and we do take a closer look at the CIP projects and there was some Staff time that should be charged to that project. We continue to work with the Staff to make sure they understand how to code their invoices and this example is for work that wasn't originally planned or budgeted and that we need to have discussion about the treatment of that work. This one has been corrected and we have to work with our venue staff on coding. Trustee Dent said those all very good questions and points. We have talked about separating rolling stock from capital projects – will we be seeing a separation next time around? Director of Finance Navazio said yes, he hopes so. There are a lot of things in this capital budget and we will address all of those as we go through the forthcoming budget. District General Manager Winquest said he did talk with Trustee Schmitz when we discovered that bridge error. We are making sure that our Staff understands the process and if it is over budget, we have a conversation to ensure everyone is on the same page and so it is transparent. He doesn't think this is a widespread issue but without going through the process it is impossible to make correction. As we find these, we will take corrective action and train Staff. Trustee Schmitz said this type of internal controls, as it relates to contracts and projects assuming Moss Adams 1 identified it as needing to be shored up, and if that is correct, what is the game plan for implementing those actions as recommended? Director of Finance Navazio said specific to this one, not sure it falls neatly into the Moss

Adams recommendation. When additional work was identified, it was bringing in another contractor to do some additional work so it wasn't a contract amendment. Staff is working on bringing back to you an implementation plan specific to the Moss Adams recommendations and you should be seeing that at your next meeting.

E.i.c. Review, discuss and possibly adopt Resolution No. 1883 amending the District's 2020/21 budget to reflect adjustments to Capital Project carry-forward amounts included in the approved budget adopted on May 27, 2020

Director of Finance Navazio gave an overview of the submitted materials included in the Board packet. Trustee Schmitz said she is repeating herself because they have had this conversation. However, she thinks it is important for this conversation to be had for the public as well. She brought forth to this Board's attention, at a Treasurer's report in late October/early November, that on October 14, a truck was purchased from Champion Chevrolet in the amount of \$61,883.25 and it was charged to the Utility Fund and at the time when it was brought to the attention of this Board, there was not a budget for it and she believes that Staff had indicated it should have had a carryover because of delayed delivery. She doesn't see that item here and whenever she doesn't see something, it makes her concerned about what else she is not seeing so could you please clarify that? Director of Finance Navazio said he will repeat the e-mail response he provided; please go to agenda packet page 39. Staff ordered a vehicle and a plow, they came in this fiscal year, and on agenda packet page 39, the payment is split into two line items – vehicle \$52,800 and the plow attachment \$9,000 so that is the payment. If you go to agenda packet page 46, there is the snow plow and utility truck as carryover. Staff is carrying over the funds, however what was budgeted was \$57,000 which is being carried over and the actual cost was \$4,000 over so we do have to address the \$4,000 overage in this purchase as it is not coming from carryover. Staff will address it in this year's budget and it will most likely be addressed through a separate action.

Trustee Tonking made a motion to adopt Resolution No. 1883 authorizing the District General Manager and

Director of Finance to amend the adopted Fiscal Year (FY) 2020/2021 budget to reflect adjustments to the carry-forward estimates for selected capital project budgets. Trustee Wong seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

E.2. 2021/2022 Budget Workshop #2 (Presented by District General Manager Indra Winquest and Director of Finance Paul Navazio)

E.2.A. Workshop Topic: Preliminary Baseline Operating Budget

District General Manager Winquest gave a brief overview followed by Director of Finance Navazio, who is leading the workshop, and he went over a PowerPoint presentation that will be sent out to the Board and posted on the website immediately following this workshop. Trustee Schmitz said, referencing page 6 of the PowerPoint presentation, that she thinks we need to roll things back and get to a point of more evaluating a zero based budget. We don't have a definition of service levels, and in COVID times, Staff has done a terrific job of defining it and what Staff is needed. She would like to peel the onion back and see what should be the base level of Staff is as we tend to throw this term of service level around. She understands starting with the baseline but has heard from her fellow Trustees and understands why we can't take that approach. Director of Finance Navazio said there have been many mentions of zero based budgets as well as fixed costs, etc. and then the number of people you are trying to serve. The closest thing is when we went through an exercise with the Board in March, April and May, we went through a scenario about a venue who couldn't open and then open with limited access and what that limited Staff was with different capacities. We can do that and will need to overlay that type of analysis as we move through that process, as this budget won't be a back to a normal budget. Zero based budget is starting from scratch every year and determining what business you are going to be in without any considerations of a variety of things. We are going to operate beaches, golf courses and a recreation center and our goal is to develop a budget that at the end of day includes the right of

level of funding to include fixed costs we have. Then the incremental costs have to be tied to the volume of users at the facilities and because IVGID continues to provide a high level of service, we will then need to have that conversation. District General Manager Winqest said he hears a lot of people talk about zero based budgeting and when asked about the definition, he generally gets different answers. A couple of assurances - when Staff start our budgets, we do look at our areas and do make the changes we need to make. What is your interpretation of zero based budgeting? Trustee Schmitz said is at the beginning of every budget period analyzing the needs and costs of every function within an organization and allocating the funds accordingly regardless of how much money has been previously been budgeted to any line item and she thinks that is what we should be doing as a Board. District General Manager Winqest confirmed that this is what Staff is doing. How would you like to see that? There are people who think every venue should break even and others that think we should be providing the same service we always have. What we are trying to do with the Board is get a better understanding of that expectation and then carry it forward. It is Staff's job to take direction, apply that and manage the District; that's what we are trying to get out of this evening. Chairman Callicrate said calling this a baseline budget would be somewhat of a misnomer rather it is reassessing what we are doing every year moving forward. There is such a thing as fixed costs so we all know we are using wrong terminology but getting to the right end results. On the line items, can we have a line item budget, 8,400 lines of activity? He is not castigating anyone but this is the time we need to say what does it take to run the District venue by venue and that needs to be put out to the community as it is not business as usual. We need to make certain that it feels more comfortable and it is not throwing away zero based budgeting, if that is what Trustee Schmitz read. We are not calling it a baseline budget as it implies applying a percentage which isn't what we are doing. We need to be using consistent terminology so we have a budget that the community can accept and not just business as usual. Baseline has a bad connotation to it, he knows we are going to get to the right budget that we need to be at. Level of service – what are the matrix we are using? There is a lot of moving points, from this point on and how we move forward and the terminology used is vital. He wants to

fulfill the campaign promises he made, want to get down to the nitty gritty, and how much it costs to run this District. District General Manager Winqest said last year we gave you a look at a line item budget and you will get a line item budget this year. There needs to be direction set in order to provide that tentative budget. The Board looks at it, and then if the Board says they are not comfortable, we will go back. Staff is taking a good look at everything and not basing it on what we need next year. He appreciates pushing that narrative because that is how we should be budgeting. Chairman Callicrate said we are working in that manner to rein in our costs and get in better balance, not where we are three years ago, trying to do the best we can, have professionals in our District, and you can disagree and we, as a Board, have to make sure there is oversight. Take stock of tonight and move forward and get a real strong handle on what we have got tonight. Director of Finance Navazio said as we get through tonight's decision he hopes that the Board will see the process that we are going through and hopes that ultimately the Board will adopt a budget that is the right one with the right service level. The Board will see the line item budget and the staffing included and then the service level, in some way, will also be included. Staff wants it adopted because it is the right budget and at the right service levels. Trustee Wong said if you step back and look at the process, whatever the name is, our Staff looks at what is right for us and that is what goes into the budget. Zero based budgeting is a complete waste of time because it doesn't take into account what you have learned. Having a blank slate would take even longer so let's take all the buzzwords out of it and listen to the process. We take a very reasonable budget to developing our budgets year over year. Director of Finance Navazio said if we are doing our job, we will have the right budget.

Director of Finance Navazio continued his presentation.

Trustee Schmitz said related to the subject of parks and things available to the public, agenda packet page 8, this spreadsheet will change considerably, correct? Director of Finance Navazio said yes and with a list of issues we are working on, etc. Largely, Parks is a facility fee program but has more community benefit so the question is how we should be funding the Parks is something we should be tackling.

Director of Finance Navazio continued his presentation.

Trustee Schmitz said we need to have a discussion about service levels and all the pricing that needs to be included such as cancelled tee times. On agenda packet page 14, you identified the depreciation that sits on the books and as a Board we should appreciate that there is more work that needs to be done to evaluate those assets and potentially have some additional write off because of what we learned through the Moss Adams report. Trustee Dent said, regarding zero based budget and defined service levels, we should be listening to our Staff and hearing that they are taking a deep dive and we did get a line item budget last year. We should be building upon that and how deep do we want to go and that is something we should discuss. It is more about us giving direction to Staff, he likes a line item budget and we need to define what that means – how many lines does that mean? This is a good discussion and he appreciates all the hard work. We are getting better but not perfect and a lot of room to grow. He wants to hear from his fellow Trustees on building on these thoughts.

Chairman Callicrate called for a break at 8:17 p.m.; the Board reconvened at 8:35 p.m.

E.2.B. Workshop Topic: Framework for District Pricing Policy

District General Manager Winquest gave a brief overview of this topic. Director of Finance Navazio gave the presentation. Chairman Callicrate asked about the tee times that are booked and then no one shows up without notice. Director of Finance Navazio said it is a valid point that has been raised. Chairman Callicrate said he understands and just doesn't want that point to be lost and that some of our overhead costs are high. Trustee Schmitz said that this shows some pretty alarming information and she thinks that one of the things that the General Manager is looking at is to work with a group of golfers because there is also an impact on the blend of residents versus non-residents and how it impacts the bottom line. If residents want to have the ability to consume all of the tee times without having that additional revenue from the nonresidents, she thinks that there are some ideas that need to be tossed around to say how do

we accomplish all of this because there is a limited capacity and it is here for the purpose of our residents and, but if we don't have the nonresidents, it has an impact on the costs so it is a difficult situation and she thinks it is something that people are going to need to roll up their sleeves and talk about ideas. District General Manager Winqest said that Staff will make recommendations and both the Board and Staff need to be in lock step as it will have an impact to some segment and it is fine line thus the need for direction. Staff can make those recommendations based on the direction provided by the Board so we can come to a consensus as we move forward. We should always focus on our residents who pay the facility fee. Director of Finance Navazio said that this season probably highlighted how important the mix was.

Director of Finance Navazio continued his presentation.

Trustee Wong asked what would the cost recovery be if you excluded picture pass beach visits so if you only have the guests? Knowing that the picture pass holder essentially pays their fee through the Recreation Fee and that we have already captured it there and she understands that the number is going to be extremely high but that she would be interested in seeing what that would look like. District General Manager Winqest said that we can get that information.

Director of Finance Navazio continued his presentation.

Trustee Wong, on agenda packet page 26, if we are going to go down the right route of setting a pricing policy we probably need to determine the percentages are for guests, residents, and nonresidents and it can be different by venue and in order for the Board to provide a framework, we need to be provided with that information. Director of Finance Navazio said by definition nonresidents need to cover 100% of operating costs, capital and debt, and if the market allows, more and that it is the guest and resident rates where it is more policy driven and then going forward, what the facility fee covers Trustee Wong said it dovetails with service levels as well and then how we do that allocation. Chairman Callicrate said nonresident rates – agree with what is in there and then more. Residents/property owners and their guests are first and foremost. Because the

property owner pays the fees, they are already incurring all the costs so guests is the tough one. You have paid to a degree, you want to give some kind of break but as far as nonresidents, charge what the market bears. Err on the side of property owners and residents and giving them the best deal possible, don't know about the guests, and nonresidents are going to pay full price. Director of Finance Navazio said when it comes to residents, he provided an explanation between capital, operating and debt and then subsidize in an appropriate way. Trustee Schmitz said that for the nonresident you have to understand what the market will bear and then what would be the profit margin and again what the market will bear. When we are finished with this page, she has a question on the third from the last page. Director of Finance Navazio said for nonresidents, they should all be profit centers. Trustee Tonking said on the profit margin that is the cool thing about dynamic pricing. She agrees with Trustee Wong's point and go venue by venue and understands that the percentage might vary. Trustee Dent said this is one of the deeper dives, definitely comes back to service levels and pricing those throughout, and he sees some areas where the resident rates could go up. Brought it up last year with ski passes, got a lot more people who purchased, thus this is a good starting point. Do some more work at the Board level and then with the service level definition we can make a dent in this. Chairman Callicrate asked Staff if you have enough or what more do you need? Trustee Schmitz said that the one for Diamond Peak, while you did the golf passes, you didn't incorporate anything relative to passes or at least she didn't understand it that way so is that a piece of information that is missing from the Diamond Peak analysis? Then on agenda packet page 45, pricing, you have done a great job of putting information together that she doesn't think that the Board has seen this level of detail which is very helpful but she thinks that our pricing should be all inclusive – we should have things listed about lessons, pros, etc. As to retail, what is our profit margin that we want from retail? And what are our discounts for retail? And what are our discounts that we are willing to sell our golf passes for online and ski passes? When we sell equipment at the end of the season, what is that type of a pricing model? What are employee pricings as it relates to all of these? What type of profit margins do we want at food & beverage operations? While she thinks this is fantastic and she

thinks it is a really great start but that she thinks we need to be all encompassing as it relates to how we are setting pricing and how, when and what are the perimeters around discounts. District General Manager Winqest said he understands where Trustee Schmitz is coming from and if the Board wants to weigh in on every product and profit margins, etc. we will need some more and very long Board workshops. Trustee Schmitz said she is for more for information that should be provided. District General Manager Winqest said at what point do you relinquish control? Trustee Schmitz said it is information and informing the Board of what it is that you are doing and that this is great stuff as you are setting policies. She also thinks it is an element of transparency and just keeping, not only the Board informed, but the public informed. Trustee Dent said that is a really good point and he likes that idea for seeing that for informational purposes which is super transparent. Chairman Callicrate said he concurs and the more information we can get out there, the better. Director of Finance Navazio said he appreciates what folks are saying, this is an introduction, it will not be changed overnight and to have comfort on the costing side. It is good to have a Board policy to say what the net return should be and it is when you have differential pricing that is where there is an implied pricing. And be clear where we are providing the same service to different users. Trustee Wong said, as a suggestion to move forward, that each venue manager work with the Director of Finance and District General Manager and define what level of services that covers and then talk about those allocations. District General Manager Winqest said we have some good information and that Staff will need to make some recommendation on cost recovery as a starting point, residents should be paying operating at a minimum, and it will be different at each venue. Nonresident pricing should cover all the costs and possibly more. What he got out of it, is resident pricing might need adjusting or that the discounts for the residents are good, in the end, what is the bottom line for overall financial objectives. Have enough to give us started on a tentative budget followed by fine tuning. We need more but we have made a good start.

F. FINAL PUBLIC COMMENTS*

No public comments at this time.

G. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:46 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz: Written statement to be included in the written minutes of this February 24, 2021 regular IVGID Board meeting – Agenda Item E(2) – Discuss and provide feedback for Staff’s “process for developing baseline budgets for each of the District’s major funds”

Submitted by Aaron Katz: Written statement to be included in the written minutes of this February 24, 2021 regular IVGID Board meeting – Agenda Item E(2) – Discuss and provide feedback for Staff’s “process for developing baseline budgets for each of the District’s major funds” – Evidence that Staff’s proposed “Baseline Budget” is the same garbage budget that they have presented to the Board for decades!

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS FEBRUARY 24, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM E(2) – DISCUSS AND PROVIDE FEEDBACK FOR STAFF’S “PROCESS FOR DEVELOPING BASELINE BUDGETS FOR EACH OF THE DISTRICT’S MAJOR FUNDS”

Introduction: Here staff tell the Board and the public that this agenda item represents the second 2021-22 workshop insofar as “developing baseline budgets for each of the District's major funds” and in particular “to 1) provide the Board with an update on the initial budgets being developed for FY2021/2022...2) review and discuss a framework for updating the District's pricing structure, consistent with Board Policy 6.1, to ensure that rates charged for access to District venues and activities are set to fully-recover the cost of providing services while also establishing appropriate discounts for District parcel owners,”¹ and, “seeking feedback from the Board of Trustees related(,in part,) to 1) development of the District's tentative budget - which will be presented for Board approval in early April.”²

Given staff’s “framework” for developing a 2021-22 budget is flawed, I object. And that’s the purpose of this written statement.

Agenda Item E(2)(A): identifies as a “Workshop Topic: Preliminary Baseline Operating Budget.” Here staff tell the Board and the public that it intends to “provid(e)...the Board with an update on the development of the District's budget for FY2021/22.” It explains it “will review the assumptions being used to develop...initial ‘baseline’ revenue and expenditure estimates for each major fund¹ supporting district operations and, in so doing, it is seeking Board feedback. The initial budget projections are based on assumptions related to venue utilization, fees and charges for services, as well as staffing and service levels supporting District activities.”³ Disingenuously, staff represent that “Board feedback on these issues is an important element to ensure that the budget to be presented for Board approval is consistent with Board direction.”⁴

Staff’s “Assumptions” Are Based on “Baseline Budgeting:” Staff’s assumptions appear at pages 51-52 of the 2/24/2021 Board packet. This outline is founded upon the same flawed assumptions which were first presented to the Board and the public at its first 2021-22 Budget Workshop which took place on January 20, 2021⁵. ***Namely, baseline budgeting.***

¹ See page 47 of the packet of materials prepared by staff in anticipation of this February 24, 2021 Board meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0224_-_Regular_-_Searchable.pdf (“the 2/24/2021 Board packet”).]

² See page 50 of the 2/24/2021 Board packet.

³ See pages 47-48 of the 2/24/2021 Board packet.

⁴ See page 48 of the 2/24/2021 Board packet.

⁵ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/0120_-_Regular_-_Searchable.pdf.

At the Board's January 20, 2021 Workshop #1 Meeting I Submitted a Written Statement Which Outlined the Many Flaws Associated With "Baseline Budgeting:"⁶ I made the points that: "if you don't know the particulars of what expenditures are included within (the budget's) Services and Supplies (expenditure entry) for example, you know nothing;" and, "how can you approve a proposed budget which doesn't disclose the particulars?" And as a result, I suggested that: "staff's proposal (that) the Board begin with 'baseline expenditure assumptions' should be *soundly rejected* right from the start;" and, that "once staff return with the documentation I suggest, assuming they do, we can have an intelligent discussion. But not before!"⁷ I reiterate all of this here and now because obviously, our staff have ignored all of my recommendations.

On May 24, 2016, at an IVGID Candidate Forum, Trustee Dent Represented He Was Committed to Zero Based Budgeting: In response to the question whether "the \$830 Rec Fee...is... reasonable," Matt answered as follows: "Perhaps. But how do we really know until we get down and get to a zero based budget and see exactly what it takes to finance the community services that this community is requesting."⁸

On July 9, 2018, at an IVGID Candidate Forum, Chairperson Callicrate Represented He Was Committed to Zero Based Budgeting: In response to a question concerning the budget process, Tim answered as follows: "There's a policy laid out for that. Policy 5.1.0. It starts with a strategy. So the first step is to establish a strategy...From there I would say, *since we are going to have a zero based budget*, we determine...what our absolute expenses are that we need to have and then fund each of the business units accordingly."⁹

On July 9, 2018, at an IVGID Candidate Forum, Trustee Schmitz Represented She Was Running on a Platform For IVGID Trustee With Chairperson Callicrate: In response to a question concerning Sara's ability to act independently given her prior statements that she would side with Trustees Dent and Callicrate to create a three trustee majority, was as follows: Although she admitted that the trustees "who (she) ha(s the) most similarities...when (she) think(s) about issues, address(es)

⁶ See pages 169-173 of the packet of materials prepared by staff in anticipation of the Board's January 20, 2021 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0120_-_Regular_-_Searchable.pdf ("the 1/20/2021 Board packet")].

⁷ See page 173 of the 1/20/2021 Board packet.

⁸ See 7:23-7:41 at <https://www.youtube.com/watch?v=BHSuMtEJmKU&list=PLOf99SMegGguOnwo4OuhDg8gW9YKoNnWe&index=5>.

⁹ See 3:08-3:45 at https://www.youtube.com/watch?v=snUU7--_kdk&list=PLOf99SMegGguOnwo4OuhDg8gW9YKoNnWe&index=8.

issues...tends to be Trustees Callicrate and Dent,"¹⁰ that doesn't mean she will be a blind follower. Notwithstanding, Tim's campaign issues were Sara's including zero based budgeting.

On July 9, 2018, at an IVGID Candidate Forum, Chairperson Callicrate Represented He Would Push For Zero Based Budgeting If/When There Were a Majority of Trustees Aligned With His Budgetary Philosophies: His statements were as follows: "I have been in the minority what I campaigned on versus what I have accomplished. It's been very frustrating and very difficult...I'm going to stick to my guns regarding how I feel about the finances such as zero based budgeting and things of that nature...The budgeting process has been difficult. I understand how it works...Should I find myself in the majority *I'll deal with it at that point.*"¹¹

Be careful with what you wish for because *the time has come!*

On July 9, 2018, at an IVGID Candidate Forum, Chairperson Callicrate Represented He Had Contempt For Those Trustees Who Change Their Campaign Issues Once Elected to Office: Tim's comments on this issue were as follows: "Going back to what my original campaign promises were as well as some current trustees who campaigned on one thing and who have seemed to have strayed... and now they've decided to, well that's really not what I want to do, I find that very disingenuous and that really calls into question a person's integrity. I campaigned and was elected and made it through the primary on what my vision is and what I'm attempting to accomplish."¹²

Now That You Are in the Majority Tim, the Public Expects You Will Do as You Represented You Would Do Two Years Ago: And that means adopting a zero based budget!

In Contrast, What's Before the Board is ABSOLUTE GARBAGE: According to staff, what's before the Board is a "framework...to ensure...*consistent with Board Policy 6.1...*that rates charged for access to District venues and activities (b)e set to fully-recover the cost of providing services while also establishing appropriate discounts for District parcel owners." But Policy 6.1.0 does not require budgeted revenues cover the costs of budgeted services to be provided. Rather, ¶2.2 of Policy 6.1.0¹³ declares that "the District shall (merely) adopt (a) process that identifies the manner in which fees and charges for services are set and *the extent to which they cover the cost of the service provided.*" Although ¶1.1 of Policy 6.1.0¹⁴ declares that "the District *shall* adopt a process that defines a balanced operating budget, encourages commitment to a balanced budget under normal circumstances, and provides for disclosure when a deviation from a balanced operating budget is planned or when it occurs," there's no requirement a balanced budget actually be adopted. And given staff's idea of a

¹⁰ See 40:25- at https://www.youtube.com/watch?v=fcpXtHUg_tU&t=1457s.

¹¹ See 15:20-16:30 at https://www.youtube.com/watch?v=fcpXtHUg_tU&t=1455s.

¹² See 36:26-36:53 at <https://www.youtube.com/watch?v=Z4x15iVeejw>.

¹³ See page 18 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies_3.pdf.

¹⁴ See page 17 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies_3.pdf.

balanced budget is to budget to overspend, and then adopt Recreation (“RFF”) and Beach (“BFF”) Facility Fees which subsidize that overspending to the extent it results in a “balanced” budget.

Staff Arrogantly Refuse to Proffer a Zero Based Balanced Budget: And since this is our GM’s mantra, and Finance Director Navazio is such a willing wingman, we see Mr. Navazio thinks he’s

Our Real Problem. Staff Thinks the Board Works For Staff Rather Than the Opposite: So really we have before us that plagues nearly everything that goes on here in IVGIDville. And that's "us versus them." Us is the public. Versus them staff. And the two operate on completely different agendas.

IVGID Has NEVER budgeted "to Fully Recover the Costs of Providing Services:" at ANY of our recreational venues. NEVER! So who's kidding who? To those who disagree and point to the positive cash flow generated the last couple of years at Diamond Peak, you haven't included the intensive capital costs we incur in the mix. Once you throw expenses in such as in excess of \$4 million for the culvert to nowhere, or the projected \$5 million plus for repair/replacement of Ski Way, or snow plows at nearly \$500K each, *THERE IS NO POSITIVE CASH FLOW*. Got it?

Conclusion: So please do as you represented you would do Trustees Callicrate, Dent and Schmitz. That’s *DON'T* even allow Mr. Navazio to make his “baseline budget” presentation! It is pure garbage. Instead, tell him and our GM in the most direct of terms that a majority of the Board is not interested in staff's agenda, but the public's. And that means a proposed zero based budget with each of the thousands of proposed line item expenditures displayed so the public and the Board can question the necessity or appropriateness of any. And until staff comply with the Board's directive, there's nothing for it to present.

If you don’t do as I suggest, then let me tell you what’s going to happen. According to NRS 354.596(2)(a) the Department of Taxation (“NDOT”) requires submittal of a tentative budget “on or before April 15,” 2021. Yet so far, staff hasn’t even prepared a proposed tentative budget for the Board and the public to examine. In fact, they have announced they won’t be approving the same until after 6:00 P.M. at the Board’s April 14, 2021 meeting¹⁵; the evening before the tentative budget must be filed with the NDOT. When the public and hopefully members of the Board object, staff is going to tell us to go ahead and approve what they’ve produced because the tentative budget is really nothing more than a “placeholder” to comply with the NRS. The Board will be told it is free to modify the tentative budget before a final budget is due. In other words, the same garbage we went through insofar as approval of the 2020 Comprehensive Annual Financial Report (“the 2020 CAFR”) was concerned.

Given NRS 354.598(2) mandates IVGID adopt a final budget on or before June 1, 2021, when will the Board have the opportunity to modify staff’s proposed tentative budget? Again according to

¹⁵ See page 11 of the packet of materials prepared by staff in anticipation of the Board’s February 10, 2021 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/021021_-_Regular_-_Searchable.pdf (“the 2/10/2021 Board packet”).]

staff, there will only be one public hearing between April 14 and June 1 of 2021, and that will be on May 26, 2021 at 6:00 P.M.¹⁵ By then it will be too late to request changes to the proposed final budget because NRS 354.598(1) requires a prior public hearing and adequate time will not exist to schedule and notice the same prior to June 1, 2021. In other words, again, the Board will have been needlessly placed under the gun to rubber stamp staff's flawed budget. Because if it isn't done on May 26, 2021, the District will be just as non-compliant as it was on January 20, 2021 when the Board was "under the gun" to approve a faulty 2020 CAFR. And we can't allow this to happen, can we?

So a flawed budget will be adopted by the Board and then sometime in the future someone will come across all of the faulty spending that I have come across. And that someone will complain to the Board and staff. And at that time they will be told: "but these expenses were budgeted." And how would any of us know they were budgeted given staff has refused to produce a line-by-line disclosure of each and every proposed expenditure which has gone into the budget? And the bottom line answer will be *you've got no one to blame but yourselves!*

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS FEBRUARY 24, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM E(2) – DISCUSS AND PROVIDE FEEDBACK FOR STAFF’S “PROCESS FOR DEVELOPING BASELINE BUDGETS FOR EACH OF THE DISTRICT’S MAJOR FUNDS” – EVIDENCE THAT STAFF’S PROPOSED “BASELINE BUDGET” IS THE SAME GARBAGE BUDGET THEY HAVE PRESENTED TO THE BOARD FOR DECADES!

Introduction: Here staff tell the Board and the public that this agenda item represents the second 2021-22 workshop insofar as “developing baseline budgets for each of the District's major funds.” On the eve of this meeting staff came up with a 48 page M/S power point “budget workshop presentation.”¹ Given page 8 of this power point presentation is really a summary of Mr. Navazio’s “preliminary baseline FY 2021-22 budget,”² and I take issue with the same, this is the purpose of this written statement.

Mr. Navazio’s Summary: Take a close look at Exhibit “A” to this written statement. First of all, it is labeled as “Development of (a) FY 2021-22 Budget.” Then at pages 9-12 of the power point presentation, Mr. Navazio breaks down each fund depicted on the summary and expressly includes a detail column labeled “preliminary baseline FY2021-22.” In other words, **there can be no doubt that Mr. Navazio’s summary is in truth and in fact staff’s proposed 2021-22 baseline budget!**

Furthermore, no one should be under the belief this summary is simply a proposed operational budget devoid of capital or debt service. An inspection of the summary reveals that numbers for capital as well as debt service are expressly included.

Aaron’s Summary: IMO staff’s representations of the District’s financial matters is deceitful. And Exhibit “A” is a perfect example. The simple fact of the matter is that essentially everything staff does is wasteful financially, and *loses money!* But it’s not so easy to see when examining documents such as Exhibit “A.”

So I decided to create my own summary³. Although from experience I don’t believe staff’s financial reporting, for purposes of this exercise I will accept that reporting as gospel. And my summary does not include the District’s Utility Fund because here the focus of my examination is recreation and the beaches.

In any event, my summary subtracts budgeted expenditures (“uses”) regardless of what they are called, from revenues (“sources”) on a venue-by-venue basis. I then deduct subsidies and transfers which mask the true losses these venues operate at. And at the bottom of each column, I list

¹ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/F.2.2_-_Budget_Workshop_Presentation_022421.pdf.

² This summary is attached as Exhibit “A” to this written statement.

³ My summary is attached as Exhibit “B” to this written statement.

the bottom line gain or (loss). This way it's very easy to see how each venue is performing financially, and the real subsidy required for break even operation.

We Lose Money at Essentially Every Recreational Venue But For Diamond Peak: As the reader can see, *a lot* of money!

We Really Lose Money at Diamond Peak: Nearly \$10.15 million of sales and fee revenues, at barely \$650,000 of positive cash flow. But when it's all said and done, there's really no positive cash flow. Let me provide two examples.

The Culvert to Nowhere Project: At the IVGID Board's May 23, 2018 meeting staff identified this Diamond Peak project as the replacement of failing 72" diameter buried corrugated metal pipe culvert ("CMP") "installed by Boise Cascade in the 1960s to facilitate construction of the base area of Ski Incline (now called Diamond Peak)⁴. In other words, facilities for storm drainage; drainage which according to staff "the District is solely responsible for...maint(aining) and upkeep(ing) ...(because) this culvert is owned by the District." Okay, at what cost, and payable from what source?

Since \$767,047.33 of the previous fiscal year's (2017-18's) \$1,367,500 budget for this project had been spent, as of May 23, 2017 \$600,452.67 remained unspent. And now that an additional \$3,785 million was budgeted in the District's 2018-19 Capital Improvement Plan ("CIP") budget, staff was looking to spend north of *\$4.5 million on this project!* Okay, this answers the cost question.

Now where did the money come from? Given this CIP was assigned to the District's Community Services Special Revenue Fund, this fund is consistently budgeted to overspend nearly \$6 million annually, overspending is subsidized by the Recreation Facility Fee ("RFF"), and the only ones (*involuntarily*) assessed the RFF are the owners of each of the approximate 8,200 non-exempt District parcels, at the end of the day *local property owners* were the ones ultimately compelled to pay for this project.

And amortizing these costs by the \$651,154 of positive cash flow Mr. Navazio has budgeted for FY2021-22, we see that the costs associated with just this single project have eaten up nearly seven (7) years worth of yearly positive cash flows assuming *arguendo* we had this many, which *we didn't!*

The "Ski Way and Diamond Peak Parking Lot Project" aka the Private Road to Tyrolean Village: At the IVGID Board's October 14, 2020 meeting staff identified this project as "repair and/or renovation to Ski Way and Diamond Peak parking lot."⁵ According to staff, CIP "budgeting going back to at least 2012 ha(s) included (this)...project. Since then a "series of repair and maintenance projects

⁴ See pages 139-169 of the packet of materials prepared by staff in anticipation of the Board's May 23, 2018 meeting ("the 5/23/2018 Board packet").

⁵ See pages 10-67 of the packet of materials prepared by staff in anticipation of the Board's October 14, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/1014_-_Regular_-_Searchable.pdf ("the 10/14/2020 Board packet")].

have occurred to extend the asphalt life of Ski Way and Diamond Peak parking lot, but the growing annual cost of the pavement repair and maintenance projects (allegedly) support a reconstruction project in the near future.”⁶ But as the reader will see, this project is a whole lot more than simply repairing a Diamond Peak parking lot!

Incline Village’s developer [Crystal Bay Development Co. (“CBDC”)] had a vision for Incline Village as “a master-planned vacation resort community(, and)...Ski Incline, now known as Diamond Peak Ski Resort, was one of Art Wood’s cornerstone recreation amenities in his master-planned “Pebble Beach of the Sierra.”⁷ “In 1966 Luggi Foeger, a renowned Austrian-born ski resort consultant, was hired by Boise Cascade Home & Land Corporation (“Boise-Cascade”) to design and build (what we know today as Diamond Peak. And)...on November 19, 1966, just four months after construction began...Ski Incline opened its doors.” Ski Incline originally consisted of approximately 367 acres to the east of Ski Way running from the intersection with First Green Drive, meandering in a northeasterly direction to the current entrance into Tyrolean Village⁸ at the intersection with Tirol Dive.

In 1972 Boise-Cascade sold Ski Incline to Japan Golf Promotions (U.S.A.), Inc. (“JGP”). Part of the sale included the subject portions of Ski Way. And in 1976 JGP sold Ski Incline⁹ together with its two Incline Village golf courses to IVGID. And part of the sale included the subject portions of Ski Way¹⁰. Therefore knowingly or irresponsibly, IVGID became the owner of this private portion of Ski Way. And as a result, the public became responsible for its maintenance and repair¹¹ (thank you IVGID staff).

⁶ See page 11 of the 10/14/2020 Board packet.

⁷ See <https://www.diamondpeak.com/about/diamond-peak-history>.

⁸ A PUD development consisting of 322 or more privately owned detached dwelling units.

⁹ The name Ski Incline was changed to “Diamond Peak at Ski Incline” in 1985 when the upper mountain was developed and the mile-long Crystal Quad chairlift was installed. As time passed, the name “Diamond Peak” stuck and “Ski Incline was retired to the history books.”⁷

¹⁰ Although most of Ski Way from its intersection with today’s Country Club Drive has been dedicated to Washoe County and is therefore a public road or highway. However, the portion to the north of the intersection with today’s First Green Drive all the way to the entrance to Tyrolean Village isn’t.

¹¹ As evidence of a “consciousness of guilt,” some months after IVGID acquired Ski Incline, IVGID staff investigated whether the subject portion of Ski Way could be dedicated to the County (see the minutes of the IVGID Board’s February 24, 1977 meeting). But at the IVGID Board’s May 26, 1977 meeting, former GM McMillin reported to the Board that the county would not accept dedication because the road did not meet county specifications. Yet rather than attempting to bring this portion of Ski Way up to county standards, staff have allowed it to remain as a private road. Which means that because of NRS 318.145 (go to <https://www.leg.state.nv.us/nrs/nrs-318.html#NRS318Sec145>), the District is responsible for its maintenance and repair.

Okay, so at what cost and payable from what source? Putting aside the hundreds of thousands of dollars in annual maintenance and repair band aids local property owners have incurred over the years since 1976, what is going to be the cost of the current ticking time bomb? According to staff this project has a budget of \$300,000 for design in the 2020-21 CIP, and another \$3.6 million for actual construction in the 2021-22 CIP¹². The ultimate price tag for this project may ultimately turn out to be a whopping \$5.3 million¹³! And where does the money come from to pay for this project? Like the culvert to nowhere project (see discussion above), this CIP has been assigned to the District's Community Services Special Revenue Fund. This is the same fund which is budgeted to overspend nearly \$6 million annually, whereby deficiencies such as this one are subsidized by the RFF each of the approximate 8,200 non-exempt District parcels is *involuntarily* assessed. Therefore ultimately, *local property owners* will be the ones compelled to pay for the repair and renovation of Ski Way.

And amortizing these costs by the \$651,154 of positive cash flow Mr. Navazio has budgeted for FY2021-22, we see that the costs associated with just this single project have eaten up over another eight (8) years worth of yearly positive cash flows assuming *arguendo* we had this many, which *we didn't!*

To Those of You Who Call Diamond Peak a "Cash Cow," I Suggest You Get Yourselves a Different Cow!

Rather Than Cutting Expenses, Mr. Navazio's Proposed FY2021-22 Baseline Budget Seeks Nearly \$14.5 Million of Subsidies From Nearly Every Source Imaginable: This is insane! If staff cannot make meaningful cost cuts, it's time to hire new staff. If staff cannot operate the public's recreational and beach facilities at a break even cash flow, or some sort of profit, then we need to dispose of these facilities. But this over the top overspending simply needs to end!

And Now the Reader Can Clearly and Unambiguously See That Essentially Every One of the Public's Recreational Facilities Operates at a Loss:

Conclusion: So as the reader can see, Mr. Navazio's proposed budget is GARBAGE! Given NRS 354.596(2)(a) requires submittal of a tentative budget to the Department of Taxation "on or before April 15," 2021, and what has been presented to date is unworthy of consideration, I predict staff is going to tell us to go ahead and approve what they've produced because the tentative budget is really nothing more than a "placeholder" intended to comply with the NRS. In other words, the same garbage we went through insofar as approval of the 2020 Comprehensive Annual Financial Report ("the 2020 CAFR") was concerned.

Given NRS 354.598(2) mandates IVGID adopt a final budget on or before June 1, 2021, when will the Board have the opportunity to modify staff's proposed tentative budget? Again according to staff there will only be one public hearing between April 14 and June 1 of 2021, and that will be on

¹² See page 12 of the 10/14/2020 Board packet.

¹³ See page 56 of the 10/14/2020 Board packet.

May 26, 2021 at 6:00 P.M. But by then it will be too late to request changes to the proposed final budget because NRS 354.598(1) requires a prior public hearing and adequate time will not exist to schedule and notice the same prior to June 1, 2021. In other words, again, the Board will have been needlessly placed under the gun to rubber stamp staff's flawed budget. Because if it isn't done on May 26, 2021, the District will be just as non-compliant as it was on January 20, 2021 when the Board was "under the gun" to approve a faulty 2020 CAFR. And we can't allow this to happen, can we?

So a flawed budget will be adopted by the Board and then sometime in the future someone will come across all of the faulty spending that I have come across. And that someone will complain to the Board and staff. And at that time they will be told: "but these expenses were budgeted." And how would any of us know they were budgeted given staff has refused to produce a line-by-line disclosure of each and every proposed expenditure which has gone into the budget? And the bottom line answer will be *you've got no one to blame but yourselves!*

So please don't go down this road. Instead instruct staff that you will be budgeting for \$X.00 *LESS* in expenses than Mr. Navazio has proposed. That way they should do their job of making the numbers work.

And to those asking why our RFF/Beach Facility Fee ("BFF") are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

Status of Development of FY2021/22 Budget

	General Fund	Utility Fund	Golf Champ	Golf Mountain	Facilities	Diamond Peak	Recreation	Community Services Admin	Parks	Tennis	Community Services Fund(s)	Beach Fund	Internal Services Fund
Sources:													
Ad Valorem	1,770,000												
Consolidated Tax	1,755,000												
Charges for Services	2,400	12,402,440	3,767,485	922,166	1,833,022	10,148,735	1,364,897	(738,000)	60,615	158,100	17,517,019	1,611,800	
Facility Fee - Operations			32,808	221,454	41,010	(1,640,400)	1,222,098	1,041,164	729,978	114,828	1,762,940	658,455	
Facility Fee - Capital			524,992	697,255	172,263	967,954	918,736	53,320	266,598	8,203	3,609,321	302,172	
Facility Fee - Debt			188,669	-	180,466	24,609	8,203	-	6,152	2,051	410,150	7,748	
Invest Inc.	131,400	148,500				22,500		30,000			52,500	11,250	
Misc. Rev.				40,890		77,240			12,100		130,230		
Intergovernmental - Operating Grants		31,000					17,000		17,800		34,800		
Interfund		241,400				14,985			84,926		99,911		3,333,181
Central Services Revenue	1,471,440												
Use of Fund Balance		1,278,551				530,996					530,996	2,522,888	
Total Sources	5,130,240	14,101,891	4,513,954	1,881,765	2,226,761	10,146,619	3,530,934	386,484	1,178,169	283,182	24,147,867	5,114,313	3,333,181
Uses:													
Salaries & Wages	2,222,907	3,106,239	1,309,128	449,026	490,303	3,129,501	1,159,077	154,058	336,304	107,993	7,135,390	893,972	1,531,893
Employee Benefits	1,130,916	1,604,628	387,233	127,343	196,870	1,092,840	354,382	60,409	86,333	18,219	2,323,628	237,063	810,947
Total Personnel	3,353,823	4,710,867	1,696,361	576,369	687,173	4,222,341	1,513,459	214,467	422,637	126,212	9,459,018	1,131,035	2,342,840
Professional Services	347,975	132,050	7,980	4,170	1,170	23,700	5,850		1,170	585	44,625	17,850	9,000
Services & Supplies	774,629	2,058,091	976,232	355,319	451,107	2,061,292	587,168	79,068	313,235	64,885	4,888,306	563,926	893,921
Insurance	53,100	203,880	75,180	17,280	11,820	212,700	55,920		13,320	3,540	389,760	37,980	11,100
Utilities	106,685	932,594	212,630	91,760	55,930	627,070	144,640	8,604	96,485	8,135	1,245,254	139,144	11,520
Cost of Goods Sold			722,975	105,100	429,400	529,100	44,559		15,500		1,846,634	100,500	
Central Services Cost	555,555	380,580	254,820	58,140	27,420	417,600	133,440	21,300	45,540	13,680	971,940	118,920	
Defensible Space		100,000						100,000			100,000		
Total Services & Supplies	1,282,389	3,807,195	2,249,817	631,769	976,847	3,871,162	971,577	208,972	469,750	106,325	9,486,519	978,320	925,541
Total Operating Uses	4,636,212	8,518,062	3,946,178	1,208,138	1,664,020	8,093,803	2,485,036	423,439	892,387	232,537	18,945,537	2,109,355	3,268,381
General Fund Cap. Exp.	390,100												
Utility Fund Cap. Exp.		4,940,700											
Comm. Services Cap. Exp.			522,980	694,500	174,400	1,498,950	917,050	53,000	267,200	5,000	4,133,080		
Beach Cap. Exp.												2,825,060	
Internal Services Cap. Exp.													64,800
Total Capital Expenditures	390,100	4,940,700	522,980	694,500	174,400	1,498,950	917,050	53,000	267,200	5,000	4,133,080	2,825,060	64,800
Utility Debt Service		643,129											
Comm. Serv. Debt Service			183,519		175,191	19,553	2,229		2,972	1,291	384,755		
Beach Debt Service												6,296	
Total Debt Service	-	643,129	183,519	-	175,191	19,553	2,229	-	2,972	1,291	384,755	6,296	-
Total Uses	5,026,312	14,101,891	4,652,677	1,902,638	2,013,611	9,612,306	3,404,315	476,439	1,162,559	238,828	23,463,372	4,940,711	3,333,181
Net Sources (Uses)	103,928	0	(138,724)	(20,873)	213,150	534,313	126,619	(89,955)	15,610	44,354	684,494	173,602	0

EXHIBIT "B"

Summary of Subsidies to Staff's Proposed FY2021-22 Baseline Budget

	General Fund	Golf Champ	Golf Mountain	Facilities	Diamond Peak	Recreation	Community Services Admin	Parks	Tennis	Beach
Total Sources	\$ 5,130,240	\$ 4,513,954	\$ 1,881,765	\$ 2,226,761	\$ 10,146,619	\$ 3,530,934	\$ 386,484	\$ 1,178,169	\$ 283,182	\$ 5,114,313
Total Uses	\$ 5,026,312	\$ 4,652,677	\$ 1,902,638	\$ 2,013,611	\$ 9,612,306	\$ 3,404,315	\$ 476,439	\$ 1,162,559	\$ 238,828	\$ 4,940,711
Net Sources	\$ 103,928	\$ (138,723)	\$ (20,873)	\$ 213,150	\$ 534,313	\$ 126,619	\$ (89,955)	\$ 15,610	\$ 44,354	\$ 173,602
RFF Subsidy		\$ 746,469	\$ 918,709	\$ 393,739	\$ 992,563	\$ 2,149,037	\$ 1,094,484	\$ 1,002,728	\$ 125,082	
BFF Subsidy										\$ 968,375
Cen Svcs Subsidy	\$ 1,471,440									
Transfers					\$ 1,640,400					
Fund Balance Use	\$ 1,578,551				\$ 530,996					\$ 2,522,888
Net Gain/(LOSS)	\$ (3,153,919)	\$ (885,192)	\$ (939,582)	\$ (180,589)	\$ 651,154	\$ (2,022,418)	\$ (1,184,439)	\$ (987,118)	\$ (80,728)	\$ (3,317,661)

	Total Subsidies
RFF Subsidy	\$ 5,782,411
BFF Subsidy	\$ 968,375
Diamond Peak Transfers	\$ 1,640,400
Cen Svcs Subsidy	\$ 1,471,440
Fund Balance Subsidy	\$ 4,632,435
Totals -	\$ 14,495,061

MINUTES

REGULAR MEETING OF MARCH 10, 2021 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, March 10, 2021 at 6:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

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

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

No members of the public were present in accordance with State of Nevada, Executive Directive 006, 016, 018, 021, 026 and 029.

Board Chairman Callicrate announced that former Trustee Bob Wolf passed away last week and in honor of his widow Cathie and their son Ryan, he now asks that we take a moment of silence in his honor.

Board Chairman Callicrate said that we will be removing General Business Item K.1. and District General Manager asked that General Business Item K.8.c. also be removed.

C. INITIAL PUBLIC COMMENTS*

Dick Warren said he is addressing Board packet General Business Item K.4, which will set the golf rates for 2021. Where is the Golf Venue Fully Loaded Income Statement, which by the way is a requirement for Enterprise Fund Accounting which starts on 7/1/2021, in the middle of the golf season? Certainly that complicates perhaps rates charged, but one could assume May & June are based on PY decisions but a ramp up is needed starting July 1st, or do a "blend" for May through September. Where is a detailed accounting for all revenues sources, supported by the numbers Keep It Simple Darren Howard has thrown together in his presentation? Where are the assumptions of how many folks will play daily

Minutes

Meeting of March 10, 2021

Page 2

based on the whether they are residents, non-residents, etc.? Same for expenses, how does one know if all expenses are being included to determine breakeven fee rates? I know depreciation is not included because Darren stated that daily fee rates for 2021 will be consistent with 2020, which means depreciation is not included, and you will also continue to allow Facility Fees to subsidize golf fees. There is a lot here on the Golf play pass rate structure, but where are the assumptions that tie to a line item in revenues? You IVGID types never seem to get around to tying the details on assumptions to the Income Statement for specific revenues & expenses. None of this fits in with what came out of the mouth of Navazio at the last Budget Workshop. This looks to me like "business as usual". The Head of Golf comes in here with a presentation full of numbers that tie to nothing, and there is no discussion at all about ensuring that golf fees are at least recovering all costs related to golf. This is another typical "GIGO" (Garbage In Garbage Out) IVGID product. What are we going to spend, maybe 30 minutes on this at the meeting, and at the end no one will know anymore than they did walking in? Chair Tim, I think this item needs to be removed from the agenda until it matches what IVGID Management said they were going to do for FY2021-2022 budgeting at the last Workshop. I simply do not understand why IVGID Management is allowed to make presentations at Board meetings that make no sense. But I suspect the Board will meekly listen to the presentation, have no critical comments/questions on the presentation, and then at the end tell IVGID Management what a wonderful job they did, and you will approve the new rates without any understanding of what you just did. It should be okay for you to criticize IVGID Management; you seem to have no problem "praising their efforts", what about challenging them? Remember, they do work for you. What a waste of everyone's time. Thank you.

William Hale, president of TIGC, said there are probably a number of his members that are very unhappy with the presentation and there are a number of members that are fine with it. The key is what the numbers really are. The sliding scale that Staff is proposing is fine for a year - some people are angry and some people are perfectly ok. We should all feel we are getting a great deal for a great course. The goal should be breakeven, that it is Staff's job, so disparaging Staff is ridiculous and he is embarrassed by his members that will do so. There are 600 members in the clubs who spend a ton of money at the Chateau and the pro shop. He is the President of the largest club and they are open to people joining us and enjoying a variety of events. Before anybody complains about the club, this club does a tremendous amount for this community. Let's listen to Staff and hear them out.

Mike Briggs said he is a resident and a golfer. He is going to speak to General Business Item K.4. and it is not on the rates but on the idea of being able to cancel tee times with reallocation and penalties. There is no ability to cancel your tee

times online and he cancelled at the pro shop and was called about why he was not there. The pro shop has a systemic problem with cancellations. There needs to be a system for cancellation, there needs to be fees charged for insufficient cancellation, and there needs to be reallocation. Further, there needs to be an owner of the process to ensure that it works. By fixing the cancellation process, we can increase revenues and it might help with the price increases on unlimited play passes.

John Jansen said he is an Incline Village resident and a member of one of the six local golf clubs along with nearly 600 local residents. These local golf clubs were formed for the purpose of encouraging golf at the Incline Village golf courses, developing lasting relationships with our neighbors, and sharing a love for the active participation in our community. The golf club concept, within municipal golf courses, is neither new nor unique to Incline Village. Virtually all municipal golf courses encourage local club participation to develop local repeat customers who will utilize the golf courses as their primary golfing venue. He is a member of IVGC and this year, his club is celebrating our 50th anniversary as a golf club consisting of all Incline Village residents and continue a dedication to the Incline Village golf courses, the Chateau and related facilities. What is consistent with the club he is a member of and all the other Incline golf clubs is that we are locals. We enjoy the use of all IVGID facilities, we are active in the community, and we have a long term commitment to maintaining the beauty and quality of life offered to all residents of our community. We understand that the IVGID Board must and should and does listen to all who seek to address local issues. It is with that understanding that the golf clubs seek to share our collective insight with you to provide an involved perspective to ensure that the Board hears from all residents and not just the loudest ones. What do the local clubs want for the Incline Village golf courses? We want to maintain a high quality golfing experience for all locals and visitors. We want continual quality consideration consistent with all IVGID amenities including Diamond Peak, the Recreation Center, and the beaches. We support and we want local golf management and we want active participants by locals to develop consistent and long lasting friendships centered on our common interests. Thank you.

Sharon Heider, current President of the Incline Village Teesters Women's Golf Club. Our Board has had a chance to review the Staff report and proposal and would like to make a few comments for your consideration. She sent each of you a study of the research done on community impacts with regards to golf courses and golf course communities. She thinks it is most important to take a look at this in context before we get into the detail and in that study you will find that the impact of golf courses on property values is significant. It is by the Journal of Sustainable Real Estate and it provides the defensible data on the value of golf courses to

communities. The research finds that having a golf course within a community increases all property values within the community by 9%. This increase in property value is for all houses within a community with a golf course. In addition, those houses that are adjacent to or close to a golf course or on the golf course have even higher values. It notes that golf courses are difficult and expensive to maintain and that many golf courses in the United States have been closed due to lack of play amid challenges in maintaining them. This study identifies that if a course closes it is difficult to find purposes for the derelict land and that the acreage becomes a maintenance item which does not produce revenue. The study shows that if a golf community loses its golf course, there is a 17% loss in property values to all properties within the community. We know that you hear from many people within the community that are not golfers who suggest that golfers should carry the cost of all the golf courses; this is simply untrue. This study and others shows that having a golf course within a community increases all property values. People who have moved to Incline know that they have moved to a golf course community and reap those benefits whether they play golf or not. The golf course has been a part of this community since its earliest days. The risk of driving your core users away, by increasing fees, have significant and costly ramifications to the entire community of Incline Village property values. With an understanding of the overall value of golf courses and what they have in this community, we have a few details that we would like to ask you to consider. We would like to bring to your attention that the Staff analysis is based on the anomaly of a COVID year. We believe that it is inappropriate to use this data as your basis. As you know, a number of people were not working and golf was one of the few things we were able to do during this time. We believe a more appropriate data analysis would be to actually throw out the COVID year and use the five previous years to determine the data points going forward. We would respectfully ask that you direct Staff to revise the analysis based on more consistent play patterns rather than with the anomaly of a COVID year. In addition, one of the assumptions is that the discount rate should be between 20 and 30%. This does seem arbitrary and we are confused as to where that is derived from and we would appreciate that information.

Cliff Dobler said as an IVGID management trio dives into the Moss Adams report regarding mismanagement of contracts, is it on the list to ask PICA and HDR to return money which IVGID overpaid them on the effluent pipeline assessments? The amounts could be as higher as \$300,000. As to the contract with Lumos, regarding the Mountain Golf Course cart paths, make sure that the paths are not abutting against pine trees. Also the forest is quite overgrown from neglect and the number of trees should be reduced to an appropriate level. He would like to have management tell the public when the key rates will be approved by the Board for the following venues as nothing has been presented for several years – the Recreation Center, Tennis Center, and the beaches. According to the budget for

the last 5 years, the Recreation Center has averaged 290,000 visits per year not including counter visits; averaged revenues have averaged \$1.3 million per year so for each visit, IVGID has received \$4.25. Costs on the other hand have averaged \$2.6 million so almost \$1.3 million or 50% is subsidized by the facility fee. For each visit at \$4.25, all residents are required to pay \$4.25. Maybe raising rates by \$1 or \$2 might be appropriate. The Tennis Center is even worse. For the past five years, visits have averaged 15,000 annually and revenues averaged \$10 per visit however costs averaged close to \$30 per visit so the facility fee subsidizes 65% or over \$400,000 per year. With the new pro shop and expanded deck area, costing \$1.3 million, and maybe a few more bucks to be added to each visit. The accounting for the beaches are quite odd as punch card transfers, shifting programs, and taking over the food and beverage operations has created a mush of data. At any rate, annual costs are at about \$2.3 million of which only about \$500,000 will be recovered from food and beverage sales, rents, and other concessions and 200,000 recovered from visits paid in cash. To sustain operations, the beach fee assessment to us property owners will have to be \$200 to \$225 annually. An extra bump will be required if and when a new Incline Beach building is accomplished; expect about another \$3 million there. Also should the rates of the Championship Golf Course include the \$30 discount given to Hyatt guests? In previous years, this discount has never been disclosed to the Board. He asks why the discount? Lastly, do not allow dynamic pricing to be put in the hands of management as it gives them the ability to give away our venues to their friends. Keep one set of pricing. Please make sure that the Davis Farr contract for the new auditor, that the annual engagement letter remains under the control of the Audit Committee not the General Manager. Thank you.

Steve Trevino said he is a 15-year resident of Incline Village and that he wants to comment on the incredible increases of the golf fees for our golfing community. He simply can't understand how, in one year, anyone in any entity or service can realistically approach a golfing community who have supported the two golf courses, pro shop and food facilities. He can imagine as a Board, and he would like to put this into perspective for you, if you were to approach this local community and proposed a 100% increase in sewer, water, garbage or even at Diamond Peak or the Recreation Center, this is what you are asking the local golfing community to absorb. He has seen the tables and the charts and you can manipulate the numbers any way you would like but the bottom line is in his specific instance and many other golfers and he don't agree with previous comments, is that it doesn't affect a fraction of golfers in the local community rather it impacts a significant amount. He loves this community and he loves this golf course and he has been loyal to it but these costs are making him looking elsewhere as well as others. Love this community so hates to do this. Last year, for \$3,300 for he and his wife, playing the same amount or less, this year, they would be looking at \$7,500 – 150%

increase in one year, how can you even imagine doing that to your local, loyal supportive group? It is unfathomable to him. Now, he does understand that costs do increase and that is a fact of life but 100%, 75%, 50%, 25% is outrageous. There are people who come here from around the world to Tahoe and they spend \$500 to \$1,000 a night at the Hyatt, they rent homes here for \$10,000, \$15,000 or \$20,000 a week yet we are the only ones that are being targeted and the out of towners are basically getting a free pass.

Margaret Martini said with only three business days and a weekend to absorb a 520 page Board packet, you must all be speed readers. Most of our citizens with jobs, families, volunteering and other responsibilities would not have the time to review the complete packet or understand the short-hand version of the itemized agenda items - like ETS. Instead of spending \$20,000 on a lobbyist maybe you should spend that money on speed reading courses for our citizens. Or better yet, provide more time for our community and our Board to actually have the time to understand and evaluate the public's business on the agendas. On that note, as it relates to Items K1 and K7, the Board Chair and the GM have forgotten the role of the Audit Committee or have decided they will simply violate Policy 15.1. again. Violating District and Board Policies and Practices have no consequences, so why not? Or maybe, the Board Chair didn't have time to read through these items before they were placed on the agenda. In any case, the GM cannot be the District representative overseeing the Independent Auditor. According to 15.1 the "Independent Auditor Reports Directly to the Audit Committee." As it relates to K7, selecting and overseeing consultants to implement new policies for financial accounting and reporting, capitalization, and internal controls fall under the authority of the Audit Committee and its recommendations to the Board. \$50,000 should be awarded to the Audit Committee to ensure that consultants act professionally and independently to provide the Board with the best advice and options. Please remove these items from the agenda and revise them so that they comply with Policy 15.1.0. As for paying Mr. Beko additional legal fees to continue to withhold public records from Mr. Smith - please recoup any money owed from Ms. Wong, Mr. Guinasso and Mr. Pinkerton. They engaged the Beko firm without Board approval and many of the actions Mr. Beko has taken have never been approved by the Board in a public meeting. In addition to the continued travesty of wasting our public money on legal fees to withhold public records dare she says that she doesn't believe that ALL Trustees willing to spend our money have even exercised their due diligence and read through the emails claimed to be privileged. As for the new rates proposed for our recreational venues, she can offer no advice as, just like you, she didn't have enough factual information from Staff on the actual costs of operating, maintaining, and improving these venues. So may she suggest you get a plan from staff on reducing operating costs before you look at increasing the revenues. That is only common sense and good business practice!

Mike Abel said he has a couple of things he wants to talk about and the first thing is on the CAFR they always have this certificate from the Government Finance Officers Association. This is a sham and a scam. IVGID pays the application fee of \$920 to get this so called certificate of excellence. It is a joke and why would you spend money to have somebody pat you on the back? This is like him joining the Safeway club except that he doesn't even pay for the Safeway club, they just let him in so why are we wasting \$920 on this ridiculous thing? It is supposed to give people a better feeling about the CAFR and give a better feeling about what a great job our government is doing for us but in fact it is a stupid sham and scam. The next thing is that he has a question – we have this thing called an MOU, a memorandum of understanding that is being acted on tonight with regard to the Public Works union. He doesn't understand what an MOU is. If you are having an agreement with the union, it is either a contract or an agreement. Inside the so called MOU, it is called an agreement, not a contract, so why don't we decide what it properly is as it is certainly isn't a memorandum of understanding because it represents a commitment by IVGID and it is a contract or an agreement. Let's get it straight so the public doesn't have some idea that oh we are just having an agreement that we get along with these people. The next thing that he wanted to bring up and he has already sent an e-mail to everybody a couple of days ago and it is apparent that IVGID has been giving some employees some rich benefits and unreported cash compensation without reporting these benefits as compensation and paying withholding taxes on those benefits. He has referenced in a letter to the IVGID Trustees the IRS publication that is applicable to this which says and he quotes "any fringe benefit you provided is taxable and must be included in the recipients pay unless the law specifically excludes it" and there are some exclusions which he also sent a list of. IVGID needs to come into compliance on this matter immediately now that it has been brought to your attention. And question, as the so called contract/agreement/MOU with the Public Works union been evaluated for compliance with IRS rules? He will bet it hasn't. That is something that our Staff attorney should look at. Anyway, this tax compliance item needs to be addressed and rectified as soon as possible. As a taxpayer, he resents tax cheating at any level.

Ray Tulloch said he is a resident and a member of the Audit Committee and that he wants to talk about items K.3. through K.5. on the agenda, setting rates for facilities. He has gone through all these documents and he must compliment Staff for all the fancy graphs and grandiose projections of revenue they have provided which all reflect some fantasyland they appear to inhabit. A place where money grows on trees while they let costs spiral out of control. What is completely missing in any of these presentations is any mention of costs. As every real business person knows, it really doesn't matter what your revenues are if they remain less

than your costs. But it appears that this is of no concern in IVGID land as the Recreation Fee will simply bail them out of any losses which we see happening all over the place and the Director of Finance's so called break even budget is only breaking even when taking into account subsidies. And while they keep pushing for other visits and trying to sell more visits they can continue to send advertising contracts to their buddies at EXL Media to attract even more visits and to lose even more money. And then let's look at this nonsense about yield management. As a previous caller pointed out, this is simply a device to allow IVGID Staff to provide special deals, sweetheart deals, to their friends and preferred parties. He will wager anything that the yield management has never been used to increase fees to attract more revenues so what is the point of it? Time for the Board to end that nonsense and just set rates so the public know what rates they are going to be charged and that we are charging equitable rates to everybody and not special rates to friends and family. So he urges the Board to reject these proposals and instruct Staff to come back with realistic pricing proposals based on realistic projected profit and loss accounts showing the revenues and most importantly showing the actual costs and for once to ask Staff to actually manage costs not just spend money like drunken sailors on leave. If Staff is incapable of doing that, then it is past time that IVGID Board consider outsourcing and franchising that management of these venues to people who actually understand business economics. He should also add, based on a lot of the previous public comments that have been made, that these comments are his own, they have not been prepared by any golf club that he paid \$325 to join and circulated to him to make comments, in a slightly different format, but all reflecting the same thing. Please provide golfers lower rates because we spend so much money here forgetting the subsidies that are provided so he asks the Board to reject.

John Johnson calling regarding clubs and preferred tee times. He finds it wrong that the clubs get preference on their tee times, many tee times thus the residents inability to get them. If a resident wants to get an advanced tee time, they have to pay \$10. He thinks that the clubs should pay at least that \$10 for the blocks of tee times they get. One of the men's clubs and perhaps one of the women's clubs too, is nearly a private club. 100 members and they vet the people that come before them with an application for membership. There is no reason why a public course, our public course, should have a private club operating on it and that club get preferred tee times without paying a fee. He has no problem with the club's getting preferential tee times, give them the preferential tee times, but charge them at least the same \$10 that the non-club members pay. There is no reason why the residents of Incline subsidize these clubs. The golf course gets plenty of play, the tee times are sold out and the course can survive at market rates that management sets. It does not have to subsidize these clubs. The clubs should not get preference

over the residents. The residents own the course. Thank you very much for your time.

Aaron Katz said he has some written statements to submit. The whole presentation for the rates at the facilities is a waste. He wrote to the Board and as long as Staff has the discretion to exercise its own rate structure, why are we going through this dog and pony show which he is sure is going to take at least an hour and a half so dispense with it or take away the right of Staff to change the rates. Now to the people who are complaining from the golf clubs on these horrendous increase in rates, take a step back and maybe you can understand the excessive subsidies that non-golfers have been involuntarily paying for decades and there has been no justification for it. He is encouraged that now we are trying to increase rates and by the way, let's get the facts straight. 600 golfers represent about maybe 400 housing units in the community which works out to less than 5% of the 8,200 parcels. That being the case, you guys are the minority and we are not the minority, we are the majority. This arrogance that these golfers have that their neighbors are supposed to subsidize their meals and subsidize their golf, he finds it absolutely outrageous as these are your neighbors. Why don't you pay the full fare? And if you don't want to pay it, his suggestion is you go golf someplace else. The arrogance and the narcissism just needs to end. It has destroyed our community and we are trying to improve it and now, to Staff, if you are losing \$7 million annually, why don't you do something to lower your overspending? Never do we hear about any of that. Why do you continue to budget a level Recreation Fee simply because that is what the market will bear? Why do you perpetuate the low cost pricing for nonresidents? Why do you perpetuate special golf rates for guests of golfers and yet you don't allow special rates for guests at our other venues? Why do you disingenuously charge a 23 year old nonresident a child's rate that we are losing how much money on? Why do you give away the store to nonresident Sierra Nevada University students? Why do you give away to the nonresident Hyatt guest? Haven't they raped us sufficiently at the Hyatt Sport Shop? Why do you sell unlimited golf passes to nonresident juniors for only a couple of hundred dollars? No wonder Staff is incapable of operating these facilities at breakeven so he says make a profit or get out of the business. It is that simple.

Gail Krolick said tonight the Board of Trustees will be approving the February 10, 2021 meeting minutes and on the those meeting minutes, she had called in and quite upset in regards to a community member and community members who went after her daughters in regards to scholarships that one of them had received from the Veterans Club and she had asked if the General Manager would please inform the community what exactly the process was because there was an accusation that perhaps the community members were spending money on the scholarships.

She is here to thank the District General Manager for not only reaching out to her and her husband via email but she, her husband and the Board of Trustees all received that clarification on how scholarships, in particular the Veteran's Club scholarships, are awarded and, if she may, and she quotes "all of these funds are collected and dispersed from a single account dedicated to the revenues and expenditures associated with the club activities. This account is managed by IVGID Finance Staff and Senior Program Staff. The club has a designated Treasurer who manages the club accounting along with Staff. The Treasurer, coupled with a majority vote of the Board [of the Vet's Club] authorizes all disbursements from this dedicated Incline Village/Crystal Bay Veteran's Club account." So with that, she just wanted to set the record straight and she wishes to thank those Trustees who did in fact reach out to her after hearing the deplorable comments that were made in regards to her daughters. Thank you and she just wanted to put that on the record.

Judith Miller said for years we have been told that the Recreation Fees were supposed to pay for the capital expenses and debt service and that we only expect user fees to cover operating expenses. Well, the Moss Adams reports as well as the Director of Finance's pricing workshop made it abundantly clear that user fees don't even come close to covering operating costs. Among other things, IVGID Staff has been improperly recording operating expenses to capital projects. And anyone who still criticizes to those that objected to the convoluted financials that were designed to make IVGID venues look good, has not read the Moss Adams reports. And why is it acceptable to our homeowners that user fees shouldn't be expected to cover most if not all expenses? Who would keep operating a business like that? Golfers have often dominated IVGID Boards keeping their user fees unjustifiably low while demanding prime tee times and the best of everything. She has seen golf managers quietly disappear because they didn't tow the party line and instead suggested freeing up some prime tee times for more availability for higher paying visitors or heaven forbid advocating cost saving measures. Most communities gladly support simple amenities; perhaps a nine-hole course to learn the basics through property taxes based on property values not mandatory fees. She cannot justify forcing all property owners to subsidize what amounts to a private country club for the few with a mandatory annual fee instead of setting user fees for full cost recovery. Consider her neighbor – a 90 year old widow who hasn't been able to use most facilities for decades and owns a modest 1,672 square foot home built by her and her husband when the Recreation Fee was just \$25. Now she is forced to pay the same \$830 as a golf club member with a 6,178 square foot custom home to subsidize his green fee that, depending on the type of pass, were as much as \$80 per round under actual costs; something is terribly wrong with this kind of assessment. Please take a long overdue look at how the facility fee and user fees are assessed and come up with a more equitable solution. User fees,

even for residents, need to cover more than operating expenses and yes, we do need to look at costs, not just revenues. If golfers demand a high quality product and service, then they need to pay fees that cover more of the costs of this very capital intensive use or maybe we need to cut some of those costs. We can't keep robbing the poor to benefit the rich. Thank you.

Frank Wright said he is a member of the Ordinance 7 Committee and after listening to the many golfers and their crying and pleading for their rights from this community, he has been here for 45 years, and some of these people have just arrived here and haven't paid into this community. He would like to know how these members have achieved their privilege status? Were they part of an Indian group? Do they have some kind of first American status? Because they seem to get an awful lot of preferential treatment that the rest of the parcel owners in this community do not get. Preferred tee times, locking up quality tee times because they are members of a private club and we subsidize their golf because their fees that are paid don't cover the costs. They are asking us to subsidize their costs, everyone is equal, and this is a municipal course that is owned by the members of this community. When you have to get down to whose fault is it this treatment of elite golfers - how did this happen and how did this take place? It took place because Management didn't charge enough, they didn't know what they were doing, and they didn't look at fairness of living in a community where everyone is paying the same Recreation Fee. Unless these golfers are paying 2 or 3 Recreation Fees, they shouldn't be treated any different from anybody else. They shouldn't be blocking out tee times all summer long. He agrees with John Johnson 100%. It is wrong to take from the community members to give to another community member that doesn't really deserve it. Expand that to the employees – free everything. They get to use all our venues for free whether they work at that venue or not and there are people who can't use the beaches but our employees who live in Reno can use them all for free. How did this happen? How did this take place? Management. You can't allow this to go on – beach deed is in serious jeopardy. No one is doing anything about it, including our Board, and you have known about it for a couple of months.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for changes to the agenda; Trustee Schmitz asked for General Business Item K.5. be removed as there are no related materials submitted as is required and that it can be brought back with the supporting materials. Trustee Tonking said that the documents for K.5. ended up at the end of K.4. Trustee Schmitz said they should have been included with the agenda item presented. District General Manager Winquest offered that this item was to be one item and we separated it out and thus it was included in the K.4. materials however

if the Board wishes us to bring it back, Staff will comply. Chairman Callicrate said if the material has been included in the packet, do you still want it pulled? Trustee Schmitz said she does because from the general public's perspective, they have no idea that they have to go search someplace else for that material, it should have been included with the agenda item and if we could bring it back with all the supporting materials and after we have the discussion with the golf, there will probably be other materials that we would like to request come with it. But, from the public's perspective, the materials are not included with that agenda item. Chairman Callicrate said ok and the agenda was approved as modified – General Business Item K.1., K.5. and K.8.c. are removed in their entirety from this agenda.

E. PUBLIC HEARINGS *(for possible action) Reference: Nevada Revised Statutes 288.153*

E.1. Review, discuss, and possibly approve the Memorandum of Understanding between and for Incline Village General Improvement District and the Operating Engineers Local Union No. 3, Public Works Operations & Maintenance & Skilled Trades, July 1, 2020 through and including June 30, 2023 (Requesting Staff Member: District General Manager Indra Winquest)

District General Manager Winquest asked District General Counsel Nelson to explain that this public hearing is being done in accordance with Nevada Revised Statute 288.153; District General Counsel Nelson gave an overview and stated that the District General Manager is required to provide a fiscal impact which is located in Section III of his memorandum. District General Manager Winquest gave a brief overview of the submitted materials which included the fiscal impact. Trustee Schmitz said that she had some clarification on wording and that it was something that District General Counsel Nelson was going to weigh in on. District General Counsel Nelson said that Trustee Schmitz asked for some clarifying language in Exhibit C – clarify that it is for the appropriate pay grade so he would request that the Board accept this MOU with that minor modification.

Trustee Tonking made a motion to authorize the Board Chairman and Board Secretary to execute a memorandum of understanding with the Operating Engineers Local Union No. 3 for the Non-Supervisory employees, as negotiated by the IVGID Management Team and with the clarification as identified by Trustee Schmitz. Trustee Dent seconded the motion. Chairman Callicrate called the question and the motion was unanimously passed.

F. DISTRICT STAFF UPDATES (for possible action)

F.1. District General Manager Indra Winquest

District General Manager Winquest introduced Mr. Brad Underwood who is the District's new Director of Public Works and who will be formally starting this coming Monday, March 15, 2021; Mr. Underwood thanked the District General Manager for the introduction and stated that he was looking forward to joining the IVGID team. Chairman Callicrate said welcome. District General Manager Winquest said that he would like to respond to a couple of comments – dynamic pricing, as we look to set rates, the Board would set the rates and Staff cannot go underneath those rates and yes, there may be times when we can increase rates. Two members of our Audit Committee both mentioned that by giving Staff this authority it led to sweetheart deals. He finds these statements extremely disrespectful especially when it is from two members of our Audit Committee. District General Manager Winquest then verbally went over his GM's Ordinance 7 Committee section in his submitted report and announced a new report that has been posted to the website. Trustee Schmitz asked if she heard correctly that the line item detail report will be posted to the website; District General Manager Winquest said yes. Trustee Schmitz said that the Washoe County Commissioners are having their meetings in person so what is the situation from where we are and continuing only the virtual meetings? Is it something that we can start planning that is meetings in person? District General Manager Winquest said they have serious restrictions on how many they allow in their chambers. He agrees with your request as it would be our goal to have some level of in person meetings. We want to make sure that all parties feel comfortable doing so. Trustee Schmitz said that the wording on surveys is very important and she was wondering if we are hiring someone to write the questions – curious on the approach? District General Manager Winquest said you are absolutely correct and how you frame questions is important. We are not hiring an outside firm as we have one member of our committee who is pretty savvy as is our Staff so we don't see the value in hiring an outside service to do this community survey.

F.1.a. Report from Tri-Strategies for the 81st Legislative Session of the State of Nevada

Tri-Strategies Eddie Ableser went over the submitted materials and said that Assemblywoman Krasner's bill draft request has been assigned a bill number (ACR 4). Trustee Tonking said since the legislative session

is closed, how have you found it to meet with the legislators? Mr. Ableser said that Tri-Strategies is a spirited and innovative team, there is a new lobby on the outskirts of the building, and they have met with many, many legislators in person and then with Zoom with Google Teams. We are also sending texts and emails. There are moves to be more in person and he has participated in those discussions. They are moving towards that and excited about the building opening up and seeing people in person. The Board had no further questions.

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

District General Manager Winqest went over the long range calendar and stated that Staff would like to hold the upcoming budget workshop during the day. Also, based on the removal of the Davis Farr agenda item tonight, Staff will need to bring back soon. Director of Finance Paul Navazio said that the Nevada Revised Statutes requires that the Board designate its auditor by March 30 so he will double check that date. District General Manager Winqest said that Ordinance 7 will be brought forth sometime soon and that he will know more next week. Staff will make sure that we get that on the long range calendar soon. Trustee Wong said that she can only make either the March 24 or the March 31 meeting and that daytime meetings are very difficult for her so please proceed. Trustee Dent said, regarding Auditor Designation, haven't we already done that? He has no question and he doesn't see an Audit Committee meeting happening between now and March 30. Director of Finance Navazio said it his recollection that the Audit Committee, who was involved in the selection process, designated Davis Farr. Tonight's item was going to kill two birds with one agenda item as the Audit Committee has already made that recommendation and that he needs to talk to District General Counsel Nelson about what action now needs to be taken. District General Manager Winqest said Staff will look into it and provide an e-mail to the Board. Trustee Schmitz said she would like to request a couple of things – (1) In the Moss Adams 1 report, it stated that the District is not using best practices in professional services and they suggested we develop a policy and criteria and she doesn't see that on the long range calendar; (2) she requested that the Board be provided the framework for pricing across the District and that this information be shared with the Board so she is assuming that would need to be on an agenda; and (3) there is tax implications with various benefits and gold and silver cards and she is requesting some clarification from District Legal Counsel. District Legal Counsel Nelson said his office is preparing an opinion on that subject and that he won't let that one slip by.

H. **DISTRICT GENERAL COUNSEL UPDATE** *(for possible action)*

There is no District General Counsel update for this agenda.

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

I.1. **Management responses and implementation plan regarding recommendations from the final report regarding the District's contract administration submitted by Moss Adams, LLC (Presenting Staff Members: District General Manager Indra Winquest, Director of Finance Paul Navazio and Engineering Manager Nathan Chorey)**

District General Manager Winquest gave a brief introduction to this item and then Director of Finance Navazio gave an overview of the submitted materials. District General Manager Winquest clarified that we have gone to bid and only got one bid which is not sole sourcing and then there are times when we have an emergency and there is only one vendor that specializes in that work. Staff takes these recommendations seriously, our team has provided good responses, and we are working on some of them and some will be upcoming in the future. Director of Finance Navazio said that he will note Observation 1 is an overarching recommendation, agenda packet page 71 is about updating policies and we will be talking about that on the agenda item K.7. and that is engaging some help with this work. Trustee Schmitz said Observation Number 8 is sort of tied to Observation Number 10. The payment that was made over the contractual amount and services that weren't received - has there been a change put in place and can you clarify the resolution comment? Director of Finance Navazio said that Moss Adams did identify that after looking at contracts issued over several years, there were two instances where payments were made in excess of contract amount and that he didn't see anything about payments for services not received. We have had and are tightening up the payments to ensure that they are in accordance with the contract and authorized before they are being paid. We have a pretty good process and that there were a couple of instances that Moss Adams identified and Staff continue to strive to be better. Trustee Schmitz said that Moss Adams did identify in Observation Number 10 that services were paid for that weren't delivered. If we can, as a Board, be in support of Staff getting training on contract training, etc. to have the knowledge and skills to carry out these things. She thinks that training is part of the equation and that we should have that in the budget. District General Manager Winquest said he has given direction to our team

to look for training in that area and that Staff is in the process of hiring a new position for Project Management. We learned a tremendous amount from the Moss Adams report and it is always a great idea to get that training. He hopes that the Board supports training across the District.

I.2. Treasurers Report *(for possible action)*

I.2.A. Payment of Bills *(for possible action)*

Trustee Tonking said she reviewed the bill pays, reached out to Director of Finance Navazio who answered her query about capital identification, and she reviewed the procurement cards. She is also working on the recurring payments being on the bill pays.

J. CONSENT CALENDAR *(for possible action)*

There are no Consent Calendar items for this agenda.

Chairman Callicrate called for a break at 7:37 p.m.; the Board reconvened at 7:45 p.m.

Before moving to General Business, District General Counsel Nelson said Staff received a telephone call from a member of the public and that that caller wants to make public comments regarding item E. Public Hearing and that while it is not required, he would recommend that the Board consider having a special public comment section for item E. which is the Memorandum of Understanding. Chairman Callicrate said that the Board will have a special public comment section, after General Business Item K.9., for the Memorandum of Understanding.

K. GENERAL BUSINESS *(for possible action)*

K.1. Review, discuss, and possibly approve the award of a contract for independent audit services to Davis Farr, LLC for Fiscal Years Ending June 30, 2021 through June 30, 2025 (Requesting Staff Member: Director of Finance Paul Navazio) *(removed from the agenda in its entirety)*

K.2. Review, discuss, and possibly approve a design services contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI1903; Vendor: Lumos and Associates in the amount of \$75,100 (Requesting Staff Members: Engineering Manager Nathan

Chorey and Director of Community Services/Golf (Darren Howard)

Engineering Manager Nathan Chorey gave an overview of the submitted materials. Trustee Schmitz said that she believes that it was Mr. Dobler that mentioned something about the trees and that the Director of Golf/Community Services Howard showed her the paths and she is assuming there will be some tree removal. Engineering Manager Chorey said that this project is a lot more than just paving as we want to address the issues with the cart paths. The District does have an ongoing program with the North Lake Tahoe Fire Protection District to thin tree and yes, there will be some tree removal associated with this project. District General Manager Winqest said he wanted to add that there is funding in the budget to increase the overall approach for tree health at all our venues. Trustee Schmitz said she is looking for perspective from either of you – we have made decisions of not buying new carts because of this condition and we all understand that situation. There is a cost related to this – do at once, break it apart, and then when she hears about concerns about golf rates and one of those things is cost reductions. She wants to get your thoughts and recommendations and how to balance both sides of that equation? Engineering Manager Chorey said we want to provide a quality product to the users and that threshold is a bit nebulous however it does reach a threshold where it needs to be addressed and it is an ongoing internal conversation. District General Manager Winqest said that he didn't understand the question. Trustee Schmitz said that another agenda item is the rates for the golf course. We have users who are very uncomfortable and unhappy with the rates. We have been shown the breakeven and the costs for golfing and now we are raising awareness of taking on another project while dealing with the cost of the golf courses. We have talked about moving along quicker however the irony is that we are spending more money while having users being unhappy with the rates being proposed. District General Manager Winqest said he understands and that this is going to be a significant cost and we need to take care of our asset. There is a safety issue there, there has been a few close calls, and we are at the point in time where we need to address these paths. The Board can decide not to do this if you don't want to and Staff does understand the sensitivity to golf rates. Trustee Tonking said she played the Mountain Golf Course this summer and there are definite safety concerns so she is in favor of moving forward and understand

what Trustee Schmitz said but wants to address this so we don't have a larger issue.

Trustee Wong made a motion to:

1. Authorize a Design Services Contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP#3241LI1903; Vendor: Lumos and Associates in the amount of \$75,100.
2. Authorize Staff to approve payment of permitting fees associated with the Mountain Golf Cart Path Replacement Project estimated to be \$10,000.
3. Authorize Staff to execute the contract documents.

Trustee Tonking seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

K.3. Review, discuss, and possibly approve Diamond Peak Ski Resort's 2021-2022 Picture Pass Holder daily ticket and Picture Pass Holder/Non Picture Pass Holder season pass Key Rate proposal (Requesting Staff Member: Diamond Peak Ski Resort General Manager Mike Bandelin)

Diamond Peak Ski Resort General Manager Mike Bandelin gave an overview of the submitted materials. Trustee Schmitz said thank you for doing the number crunching as it is important to understand what the costs are and what the cost recovery is and she just wanted to ask the Director of Finance Navazio if he had anything to add as we are supposed to be looking at our framework with the costs of capital improvement, debt service and depreciation and have it fully loaded as that would have been helpful had it been included here. It was done for Golf but Staff didn't do the same thing with Ski as it could make the golfers feel like they are under a little bit more scrutiny so having the same type of analysis for both of these would have been helpful. Are you comfortable with the numbers as it relates to the overhead and costs? Director of Finance Navazio said generally comfortable as our rates meet or exceed the defined thresholds. Staff pointed out, in February, that we didn't have the season pass information and Diamond Peak Ski Resort General Manager Bandelin has reported

that to the Board. Based on an average utilization of 5 days per pass, it does result in an amount well above the threshold that the Board indicated. District General Manager Winqest said as Staff presented in February, it would be very beneficial for the Board to provide some perimeters as without that it leaves Staff guessing on where you want to set rates and what you want to have covered. When we have that model set by the Board, Staff is ready to implement that and until we get there, will have to work together to get there. Trustee Schmitz said she agrees and thought it was great in February to have had the information which is the place to start. What was done in February, if we could do that every time we are talking about pricing, it really helps us all and the community to understand where our breakeven point is, what our costs are, and that is a really positive thing.

Trustee Wong made a motion to:

1. Approve a zero-dollar increase to all Picture Pass Holder season passes and daily ticket products for fiscal year 2021/2022.
2. Approve a Fiscal Year 2021/2022 non Picture Pass Holder full season pass rate increase to pass products as shown in Table 1 of the memorandum.
3. Authorize Staff to practice yield management with non Picture Pass Holder full season pass products included in (Tier 3) of the date based pricing proposal.

Trustee Tonking seconded the motion. Chairman Callicrate asked for further comments. Trustee Schmitz asked if Trustee Wong included the yield management and the floor being used. Trustee Wong said not explicitly but yes, it can be included. Trustee Tonking said that is fine.

The motion, as made by Trustee Wong and seconded by Trustee Tonking, now reads as follows:

1. Approve a zero-dollar increase to all Picture Pass Holder season passes and daily ticket products for fiscal year 2021-2022.

2. Approve a Fiscal Year 2021/2022 non Picture Pass Holder full season pass rate increase to pass products as shown in Table 1 of the memorandum.
3. Authorize Staff to practice yield management with non Picture Pass Holder full season pass products included in (Tier 3) of the date based pricing proposal with a floor of Table 1, Tier 3 pricing.

Chairman Callicrate called the question and the motion was passed unanimously.

K.4. Review, discuss, and possibly approve Golf play pass rate structure, daily green fees and range fee rates for the Incline Village Golf Courses (Championship Golf Course and Mountain Golf Course) for the golf season of 2021 (Requesting Staff Member: Director of Community Services/Golf Darren Howard)

Director of Community Services/Golf Darren Howard gave an overview of the submitted materials. Trustee Tonking said that yes, we do need to be raising some of these passes. In looking at some options, in the PM time slot, can we do unlimited and help raise their revenues? In terms of the years, we are at \$40.92 now so what is the trend? Director of Community Services/Golf Howard said that Staff looked back to 2015 and the average price per round was \$69.60. It has steadily decreased with a 22% decrease and that is not a good trend. Around 2016/2017 is when the limited, PM, and couples passes came into effect. There was no math done and no one saw what that was going to do to our average round revenue. Trustee Tonking said and that didn't pop out in 2020? Director of Community Services/Golf Howard said no, as the average was a little higher one year because of snow however every other year, it has dropped. Trustee Tonking said that those graphs are showing every player that has bought a pass; Director of Community Services/Golf Howard said yes, those are real people and he took the names out. Trustee Wong said thank you for this information as it gives a good starting point. Part of the problem is that the Board hasn't set that pricing policy and that the Board has to accept the fact that the Board hasn't given great direction to our Staff especially on these play passes and that the Board hasn't established a pricing policy at each venue however this is a good starting point to have a conversation. For her, she would like for the Board to figure out where we want to be three years from now and

give our Staff direction to get there so the public doesn't feel like they are getting blindsided. She knows that even with all the communication, she thinks maybe taking our pass collection and applying a 3 to 5% increase with a discussion with the clubs and letting know that we know we have a problem with play passes and talking to them about a strategy to get to where the Board wants the District to be. Chairman Callicrate said that these are some pretty steep increases and that there needs to be a fuller discussion about bringing down the costs. While we should have been raising rates by 3%, we didn't do it. Now, 5 years out, it is quite a shock. He is sensitive to all the people and that the tee time reservations have gotten better. We should have given more justification on how we can control our costs and make increases that are adjusted to inflation and cost of goods and the Board does need to have a robust discussion on service levels. Our previous District General Manager was going to put together metrics and that didn't happen and here we are having a discussion about raising rates and how to do that. The concerns from the LaBarge's are valid as are the concerns from many people. There is merit to trying to come to a hybrid situation and not hitting everyone with a 30 to 70% increase on the passes. He is not faulting what Staff did however he wants to make sure that when we are moving forward, and that when the District General Manager is asked if he had clear direction, and he says not really, that we hear him. This Board tasked Staff with coming back with a solution as we are not covering our costs and that he doesn't know what the right answer is. It is a critically important decision that the Board has to make and it always comes down to golf as it should because it is why they live and recreate here. This Board needs to do the right thing and maybe that is coming back on March 24 so we can make the right decision and live with them. District General Manager Winquest said that there is a fair level of frustration from our Staff, it is painful to watch, painful for Staff and painful for the Board. These are difficult decisions. Staff knows that we are just getting started with this discussion and that we will get better and better. Regarding service levels, we have rangers, we have pro shop people, bar carts, etc. and those are service levels and we can identify all of those. We have a hybrid at both golf courses and he doesn't know if we can reduce service levels especially when a customer is paying \$200 to play at the Championship Golf Course because that customer will have an expectation of that level of service. Our parcel owners are paying \$90 to \$100 and they are paying a facility fee and this dynamic is difficult to navigate through. The best route is to determine if we want the golf courses to

breakeven at the operations level as we are close at Championship or breakeven at full cost recovery. If given this direction, Staff can then put together a 10-year plan. Our current structure is not sustainable and Staff has heard that we need to raise prices and cut expenses and that is what Staff is trying to do and now Staff is getting beating up over it. The Board needs to establish that model. Chairman Callicrate said we had a couple of different consultants that came in and their reports were shelved and not executed. For the here and now, the District has to make some changes to get us closer. Many people weighed in on the past reports. These reports need to be updated and say here is the blueprint, let's tweak it, really be earnest about it, and then stick to it. We can't shelve recommendations anymore as we are frustrating everyone. The same experience should be given to all and there has to be a happy medium but raising the prices as much as put forth in here, tonight, it is going to be tough to agree to as it is listed here. This is what is called discussion at the Board level in order to come out with a workable solution that benefits the entire community. His feeling is that from what Staff has heard from the Board members tonight, could Staff bring something back to us on March 24 and still meet the deadlines or do you need this done tonight? Is it doable to come up with something that is a stepped approach? Director of Community Services/Golf Howard said he thinks these are all really good comments and yes, he thinks he can get something done. He also thinks that all venue managers are trying to get clearer direction from the Board, and that if the direction is to get close to operating costs, it is not going to get there in one season and that is why Staff put that in a 5-year plan and he will come back with something very similar. On play passes, he doesn't think 3 to 5% will cover it. Chairman Callicrate said he is just trying to find a happy medium and he thinks you are close to that. Trustee Schmitz said we all in alignment on things and that she would suggest Staff do four things and come back to the Board - (1) tie the numbers, include the numbers that the Director of Finance had used as what were our operating expenses are and use his numbers; (2) pull together a group of people from both courses and ask them for their ideas and help in identifying ways to increase revenues and ways to decrease costs; because, and she will throw an idea out there this is potentially a revenue increase - what if mid-week we reserved at least 20% of the tee times for non-resident play and it got filled up, well that suddenly gives more revenue to offset more of the costs because the more nonresidents we have playing it does help to offset it so there is a balance, right, so she would ask you to see what their ideas are for

increasing revenues and, at the same time, ideas for decreasing costs; (3) dust off the Global Golf study and see if there are any nuggets that we should take from that and maybe we just haven't; and (4) come back to the Board with some ideas and if possible, include the timing and phasing that in. Trustee Dent said those are all very good points and too often we just focus on the revenues and we fail to get creative in ways to save money and focus on the cost side of it. He appreciates the presentation and knows that Staff is looking out for the golf courses, yes, there is a need to raise rates and he likes the suggestions made by Trustee Schmitz. He thinks we have a little time and so take a creative approach and involve the clubs and see where there can be a cost savings. We can't cut service levels at a \$220 rate and that becomes tough. He appreciates the presentation and looks forward to seeing what Staff comes back with. District General Manager Winqest said that these were very good comments and if he was a member of the golf club and you needed to work with me, the first thing he is going to ask is what is the expectation? So, right now, what he is hearing is, where we are going to start at Champ is to cover the operating costs and where we need facility fees would be for debt and capital. When you don't know the target, it is hard to get there. Staff appreciates the flexibility and what we come back with may not be what we want but that when Staff does bring some ideas to the Board, the Board can say that is sufficient to get to where we want to go. If the Board decides that we need to get to breakeven, we will need to a robust plan. Chairman Callicrate said that the Global Golf report was a thoroughly vetted document that languished so take a look at it. It is an opportunity to look at it because they had a 5-year plan for both golf courses making some money and don't know if that is possible and throw away last year. Trustee Tonking said it was helpful to have an in-depth plan and that she likes a 5-year plan and getting close. Director of Finance Navazio said he is happy to work with Director of Community Services/Golf and do want to caution that it is an imperfect exercise because we are working on next year's budget and the golf season starts soon and there will be an impact. He would like to remind the Board that the non-resident rates are set and do cover the full cost for the non-resident. The reality is what we need to know is what do we want from residents and guests? His question is the business model - is that the facility fee covers capital and debt? And, if the breakeven is there, is it but not for play passes? There will be a lot of moving parts and we might bring back a couple of options so the Board can land on something that is right. Chairman Callicrate asked if Staff has a clearer idea, from tonight's

conversation, on where the Board is trying to steer this; a better conversation and have stronger feelings on what the Board is trying to do. Director of Finance Navazio said what he got is the process may be incremental and the direction on where this is going is going to require some work. District General Manager Winquest said he agrees with the Director of Finance and Staff does have a clearer idea and we hope we can help the Board to get to that point. No matter the decision we make, there is going to be a segment of the community that will not be happy. Chairman Callicrate said if we can shrink that portion, address the major concerns of most of the people, and address all of the people that use the golf courses that would be good. The passes are critically important and glad to hear Staff has a clearer idea and this is his 10th time, it is always out there, and what are we trying to do when we grow up. Demographics have changed and let's address those rates that the user, non-residents, and guests are going to pay and we, as residents, will reap the benefit. District General Manager Winquest said he agrees that incremental increases are the way to go and we can see if COVID-19 had an impact. Trustee Schmitz said something else that we could potentially explore is that the excess revenue from Diamond Peak is to be used for capital projects at the golf courses and that is part of the equation we, as a Board, can look at.

- K.5. Review, discuss, and possibly approve facility rates for the Chateau and Aspen Grove, effective immediately for all future bookings (Requesting Staff Member: Director of Community Services/Golf Darren Howard) *(removed from the agenda in its entirety)***

- K.6. Review, discuss, and possibly (1) Authorize re-allocating \$12,000 from unallocated Golf capital funds to augment Driving Range Nets replacement project (CIP#3143GC1201); (2) Award a construction contract for Driving Range Nets - 2020/2021 Capital Improvement; Fund: Community Services; Division: Golf; Project #3143GC1201; Vendor: Judge Netting, Inc. in the amount of \$96,000; (3) Authorize Staff to approve change orders to the construction contract, up to \$3,000, for additional work not anticipated at this time and (4) Authorize staff to execute the contract documents (Requesting Staff Members: Director of Community Services/Golf Darren Howard and Engineering Manager Nathan Chorey)**

Director of Community Services/Golf Howard gave an overview of the submitted materials. Trustee Schmitz asked if District General Counsel is reviewing all the contracts in the packet; clarify so we know. District General Counsel Nelson said he is reviewing if asked, working on a preparing template agreements, and that is in the process of being developed. District General Manager Winquest said it is when he is being asked and he is reviewing about 90% of our contracts.

Trustee Wong made a motion to:

1. Authorize re-allocating \$12,000 from unallocated Golf capital funds to augment Driving Range Nets replacement project (CIP#3143GC1201).
2. Award a construction contract to Judge Netting, Inc. in the amount of \$96,000 for construction of the Driving Range Nets.
3. Authorize Staff to approve change orders to the construction contract, up to \$3,000, for additional work not anticipated at this time.
4. Authorize staff to execute the contract documents.

Trustee Dent seconded the motion. Chairman Callicrate asked for any further comments, none were received, so he called the question and the motion was passed unanimously.

- K.7. Review, discuss, and possibly authorize funds from the Fiscal Year 2020/2021 existing General Fund budget (up to \$50,000) and authorize the District General Manager to execute contract(s) for the purposes of executing one or more professional services contract(s) to review selected District policies (Requesting Staff Members: District General Manager Indra Winquest and Director of Finance Paul Navazio)**

District General Manager Winquest gave a brief overview along with Director of Finance Navazio and said that Trustee Tonking has agreed to serve as the Board representative. Trustee Wong said she thinks \$50,000 is really high and propose we start at \$10,000 as she was not impressed by either of the Moss Adams presentations that we

received. Trustee Dent asked what was the timeline proposed? Director of Finance Navazio said it depends on each policy and approach as some haven't been updated in a while and Staff wants to do a peer review and there may be some longer term issues. We have done some research and he is hoping to bring some updates to Board policies so that the Board can approve them concurrent with the budget; between now and end of May. Chairman Callicrate said he likes the aggressive time schedule, no concern with the dollar amounts, and we are not going to spend money that we don't need to spend.

Trustee Dent made a motion to authorize up to \$50,000 in existing FY2020/2021 General Fund appropriations to support one or more professional service consultant contracts to assist in updating selected District policies, practices and procedures. Trustee Schmitz seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question – Trustees Schmitz, Dent, Tonking and Callicrate voted in favor; Trustee Wong voted in opposition – the motion passed.

K.8. Three (3) Capital Improvement Program (CIP) Budget Amendments

K.8.a. Review, discuss, and possibly award Construction Contracts for interior reservoir coating repairs and reservoir ladder wire mesh installation utilizing excess funds from completed FY2021-22 Capital Project: Water Reservoir Safety and Security Improvements; CIP#2097DI1701; Marine Taxonomic Services, Ltd. in the amount of \$18,750 and Resource Development Company in the amount of \$8,900 (Requesting Staff Member: Engineering Manager Nathan Chorey)

Engineering Manager Chorey gave an overview of the submitted documents.

Trustee Wong made a motion to:

1. Award a construction contract to Marine Taxonomic Services, Ltd. in the amount of \$18,750 for interior reservoir coating repairs.

2. Authorize Staff to approve change orders to the project for additional work not anticipated at this time of up to 10% of the project bid – \$1,875.
3. Award a construction contract to Resource Development Company in the amount of \$8,900 for reservoir ladder wire mesh installation.
4. Authorize Staff to approve change orders to the project for additional work not anticipated at this time of up to 10% of the project bid – \$890.

Trustee Tonking seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question – the motion was passed unanimously.

K.8.b. Review, discuss, and possibly approve augmenting the budget by \$4,883 to a total of \$61,883 for the replacement of the 2004 GMC Flatbed Truck #542 (Utility Fund CIP#2097LV1746) so as to reflect the actual cost of the replacement vehicle (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials.

Trustee Tonking made a motion to approve augmenting the budget by \$4,883 for the replacement of the 2004 GMC Flatbed Truck #542 (Utility Fund CIP#2097LV1746) so as to reflect the actual cost of the replacement vehicle. Trustee Wong seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question – the motion was passed unanimously.

K.8.c. Review, discuss, and possibly approve the re-allocation of \$3,000 in budgeted appropriations from the Parks Maintenance budget (Fund 380) to the Rosewood Creek Foot Bridge (Parks CIP#4378BD1705) to cover capital project costs charged to Parks Operations and Maintenance (Requesting Staff Member: Director of

Finance Paul Navazio) (*removed from the agenda in its entirety*)

- K.9. Review, discuss, and possibly approve a payment in the amount of \$20,485.96 to Erickson, Thorpe & Swainston, Ltd. – reference: Case No. CV18-01564 Mark E. Smith v. IVGID (Requesting Trustee: Board Chairman Tim Callicrate)**

Chairman Callicrate gave a brief overview of the submitted materials. District General Manager Winqest said we had a discussion and the Board requested us to go back and negotiate with Mr. Beko which we have done. Trustee Wong said she was originally named but she was dismissed so no conflict in voting on this item. Trustee Dent said that he appreciated that the Board Chairman and District General Manager Winqest negotiating the balance down to the stated amount. Trustee Schmitz asked how much more do we expect to spend and when is the Board going to establish a budget for this lawsuit? District General Manager Winqest said that the next time we come before the Board is to authorize some more funding to finish up this case. District General Counsel Nelson said we are awaiting the special master report to come in and then that is the time to come to the Board for budget and then do legal non-meetings to discuss other options.

Trustee Wong made a motion to approve a payment in the amount of \$20,485.96 to Erickson, Thorpe & Swainston, Ltd. Trustee Tonking seconded the motion. Chairman Callicrate asked for comments, receiving none, he called the question. Trustees Callicrate, Dent, Wong and Tonking voted in favor of the motion and Trustee Schmitz voted in opposition of the motion – the motion was passed.

Chairman Callicrate said that this was the time for the public to comment on the Memorandum of Understanding with the Public Works Union.

Margaret Martini passed on her opportunity to speak.

Aaron Katz said his concern is that you go to all this work and then enter into this agreement and then you don't follow it. He doesn't see anything about free use of recreational venues by the Union employees. You have disregarded this item and thinks that what you will do in the future. There are no free recreational privileges for these employees and he doesn't want to hear it is not fair. Adhere to the

contract and make sure no free recreational privileges are given and he doesn't think you can change the contract unilaterally.

District General Counsel Nelson asked if any Trustees wants to reconsider the MOU that we approved earlier; no one said they wanted to reconsider.

L. APPROVAL OF MINUTES (for possible action)

L.1. Meeting Minutes of January 28, 2021

Chairman Callicrate asked for any changes, none were received thus the minutes were approved as submitted.

L.2. Meeting Minutes of February 10, 2021

Chairman Callicrate asked for any changes, none were received thus the minutes were approved as submitted.

M. REPORTS* (Reports are intended to inform the Board and/or public)

There are no Reports for this agenda.

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

There were no public comments at this time.

O. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:46 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Minutes

Meeting of March 10, 2021

Page 30

Submitted by Aaron Katz – Written statement to be included in the written minutes of this March 10, 2021 regular IVGID Board meeting – Agenda items K(3)-K(5) – Approval of Staff’s proposed Fiscal Year 2021-22 key rates for ski, golf and facilities

Submitted by Aaron Katz – Written statement to be included in the written minutes of this March 10, 2021 regular IVGID Board meeting – Agenda item C – Public Comments – Staff’s and the Board’s refusal to agendize matters of community concern requested by members of the public as Policy 3.1.0 instructs

Submitted by Diamond Peak Ski Resort General Manager Mike Bandelin – Season Pass information related to General Business Item K.3.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MARCH 10, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEMS K(3)-K(5) – APPROVAL OF STAFF’S PROPOSED FISCAL YEAR 2021-22 KEY RATES FOR SKI, GOLF AND FACILITIES

Introduction: Here staff seek Board ratification of their proposed fiscal year 2021-22 key rates for ski¹ [that “IVGID Picture Pass Holder season passes and daily ticket rate structure remain consistent with no change from the 2020-2021²...For...non Picture Pass Holder ski pass products, Staff's recommendation includes a rate increase to all age categories...as shown in Table 1.”³], golf⁴ [that “the Play Pass structure...be...overhaul(ed)”⁵], and facilities. These are the purposes of this written statement.

Why the Need for This Time Wasteful Dog and Pony Show Presentation? Notwithstanding the above, “staff proposes: the Board of Trustees authorize management to adjust non Picture Pass Holder pass prices to accomplish yield management”² for ski; “the IVGID Board of Trustees allow...management to adjust prices to accomplish yield management”⁶ for golf; and, “the IVGID Board of Trustees allow...management to adjust prices to accomplish yield management”⁷ for facilities. If staff have the discretion to adjust every rate that the Board may conditionally adopt, why do the Board and the public have to be subjected to staff’s wasteful presentation?

On March 6, 2021 I sent staff and the Board an e-mail which asked this very question⁸. I asked the Board to do something rather than their rubber stamping which seems to take place over and over again. Obviously, the Board did nothing.

If Staff Really Want to be Fair, Which They Don’t, Why Don’t They Suggest Elimination of Championship⁹ and Mountain¹⁰ Golf Preferred 18-23 Non-Resident “Youth” Round of Golf Rates? So

¹ See pages 345-358 of the packet of materials prepared by staff in anticipation of the Board’s March 10, 2021 meeting [“the 3/10/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0310_-_Regular_-_Searchable_Part2.pdf)].

² See page 346 of the 3/10/2021 Board packet.

³ See page 347 of the 3/10/2021 Board packet.

⁴ See pages 360-389 of the 3/10/2021 Board packet.

⁵ See page 360 of the 3/10/2021 Board packet.

⁶ See page 362 of the 3/10/2021 Board packet.

⁷ See page 392 of the 3/10/2021 Board packet.

⁸ This e-mail with an asterisk next to the question is attached as Exhibit “A” to this written statement.

⁹ See page 381 of the 3/10/2021 Board packet.

¹⁰ See page 382 of the 3/10/2021 Board packet.

year after year staff intentionally budget to overspend at least \$7 million annually¹¹. So why wouldn't they propose pricing which obviously reduced this shortfall? Instead, they propose pricing which extends unnecessary golf round discounts to NON-RESIDENT 18-23 year olds¹². I can understand why staff might want to do this for RESIDENT 18-23 year olds. But why NON-RESIDENTS? The only answer seems to be meting out preferred pricing to favored collaborators. What favored collaborators? How about Sierra Nevada University ("SNU") students!

If Staff Really Want to be Fair, Which They Don't, Why Don't They Suggest Elimination of Championship¹³ and Mountain¹⁴ Golf Preferred "Guest" Round of Golf Rates? Similarly, staff propose pricing which extends unnecessary golf round discounts to the guests of picture pass holders¹². Yet if one studies the user fees at the District's other recreational venues, one will learn that there is no such thing as a preferred guest fee. So why just golf? Could it be that this exists to appease another favored collaborator at local property owners' expense? How about core golfers?

If Staff Really Want to be Fair, Which They Don't, Why Don't They Suggest Elimination of Hyatt Hotel Preferred¹⁵ Golf Rates? Similarly, staff propose pricing which extends unnecessary golf round discounts to the Hyatt Hotel guests¹². Yet if one studies the user fees at the District's other recreational venues, one will learn that there is no such thing as a preferred Hyatt Hotel guest fee. So why just golf? Could it be that this exists to appease another favored collaborator at local property owners' expense? How about Hyatt guests?

Given Staff's Proposed Key Rates Don't Come Close to Achieving a "Cost-Recovery Framework" at the District's Various Recreational Venues, Why Did Staff State the Opposite at the Board's February 24, 2021 Budget Workshop? At the Board's February 24, 2021 budget workshop, staff hid the extent of its proposed overspending for 2021-22. However if the readers examines my Exhibit "B," and review overspending by venue, he/she will see that every recreational venue is budgeted to overspend, and by *quite a lot!*

Then staff had the gall to suggest that the District wouldn't be overspending, because at this Board meeting, pricing would be adopted which would be a "cost-recovery framework for venue

¹¹ On February 28, 2021 I sent staff and the Board a summary of proposed 2021-22 recreation and beach overspending after the Board's February 24, 2021 budget workshop on this subject. Note that unbelievably, the overspending totaled nearly \$14.5 million! I have attached this summary and e-mail cover letter collectively as Exhibit "A" to this written statement.

¹² A closer examination of Exhibit "B" reveals that on March 6, 2021 I brought this subject up to staff and Board. Yet I predict they will do nothing to eliminate this unnecessary, discriminatory and wasteful user fee which ends up being involuntarily subsidized by local property owners.

¹³ See page 381 of the 3/10/2021 Board packet.

¹⁴ See page 382 of the 3/10/2021 Board packet.

¹⁵ See page 383 of the 3/10/2021 Board packet.

pricing.”¹⁶ In other words, the revenues generated by each recreational venue would be sufficient to break even financially. As the public can see, this was an intentional misrepresentation by senior staff.

Conclusion: It’s business as usual. Budget to overspend. Rarely if ever reduce expenses. And continue to give away the store to staff’s preferred collaborators to local property owners’ detriment. I ask the Board to radically increase the proposed key rates staff suggest. Simultaneously, I ask the Board to meaningfully reduce expenses This is the only way the District’s financial shortfall can be reduced.

And to those asking why our Recreation (“RFF”) and Beach (“BFF”) Facility Fees are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

¹⁶ I have replicated pages 1 and 3 to staff’s Budget Workshop power point, and they are attached as Exhibit “C” to this written statement. Note the asterisk on page 3 of the power point which declares that staff will be coming forward with venue pricing which represents a framework for cost-recovery.

EXHIBIT "A"

Re: Slight Mathematical Correction to My E-Mail of Yesterday Insofar as the Proposed Budgetary Overspending Mr. Navazio Suggests - Notwithstanding, the Conclusion Remains the Same

From: s4s@ix.netcom.com
To: Dick Warren , "Paul C. Navazio"
Cc: Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Kendra Wong <wong_trustee@ivgid.org>, "Winquest,Indra S." <ISW@ivgid.org>
Subject: Re: Slight Mathematical Correction to My E-Mail of Yesterday Insofar as the Proposed Budgetary Overspending Mr. Navazio Suggests - Notwithstanding, the Conclusion Remains the Same
Date: Feb 28, 2021 9:58 AM
Attachments: [2021-22.tentative.budget.losses.xlsx](#)

Thanks for bringing to my attention the mathematical mistake I made insofar as my e-mail below with respect to the proposed RFF subsidy for Champ Golf.

If Mr. Navazio had simply included a single RFF number rather than three numbers which requires dummies like me to add, I would have included the correct \$746,469 subsidy. Sorry about that.

Notwithstanding, at the end of the day Mr. Navazio is still proposing that staff budget to spend \$885,192 more than the operational revenues his beloved colleagues are capable of generating. And system wide insofar as recreation beach and the General Fund are concerned, budgeted over spending still be over \$12 million; \$12,100,492 to be exact. An updated summary is attached.

UNACCEPTABLE!

Thank you for the opportunity to correct the numbers. Aaron

-----Original Message-----

From: s4s@ix.netcom.com
Sent: Feb 27, 2021 8:32 PM
To: Dick Warren , "Paul C. Navazio"
Cc: Tim Callicrate , Matthew Dent , Sara Schmitz , Tonking Michaela , Kendra Wong , "Winquest,Indra S."
Subject: Re: BOT Meeting, Wednesday February 24th

I agree Dick.

So I went to Mr. Navazio's "Status of Development of FY2021-22 Budget" page to determine how much each of our recreational venues is budgeted to LOSE money and thus require subsidy from the RFF/BFF and fund balance. Not that I believe any of staff's numbers, however, for purposes of argument I have accepted each as being true. And what I discovered, is that globally insofar as recreation, the beach and the general fund is concerned, the collective loss or overspending totals an unbelievable \$12,825,463. I have created a spreadsheet which replicates Mr. Navazio's numbers, it is attached to this e-mail, and you can see for yourself. Remember, these are Mr. Navazio's numbers, not mine.

Now let me go through the list by venue:

1. Champ Golf - \$1,610,163 LOSS;
2. Mtn Golf - \$ 939,582 LOSS;
3. Facilities - \$ 180,589 LOSS;
4. Ski - \$ 651,154 GAIN (what a cash cow Sara);
5. Recreation - \$2,022,418 LOSS;
6. C.S. Admin - \$2,184,439 LOSS;
7. Parks - \$987,118 LOSS;
8. Tennis - \$70,728 LOSS;
9. Beach - \$3,318,661 LOSS;
10. General Fund - \$3,153,919 LOSS;

Total LOSS - \$12,825,463.

NONE of this is acceptable and the fact it has been going on for 53 years says volumes about staff's and Trustee Wong's mentality or lack thereof.

Go ahead. Do nothing and lose another nearly \$13 million which is involuntarily subsidized by local property owners. Give us a choice of disconnecting from the District's recreational venues and the services operated therefrom as NRS 318.197(3) mandates and as I have requested, and watch how quickly the community tells you there's no value in your RFF/BFF!

Aaron Katz

-----Original Message-----

>From: Dick Warren

>Sent: Feb 27, 2021 5:28 PM

>To: "Paul C. Navazio"

>Cc: Tim Callicrate , Matthew Dent , Sara Schmitz , Tonking Michaela , Kendra Wong , "Winquest, Indra S."

>Subject: BOT Meeting, Wednesday February 24th

>

>I enjoyed the Budget Workshop session, it was nice to see you recommending that Venues recover all costs, including capital & debt costs. As to the question of pricing primarily among residents and non-residents, you do need to balance market prices elsewhere, and also flexibility within the Venues. For example, the 5 or 6 Golf Clubs get the best tee times every day of the week, even to the exclusion of other residents. Why are Golf Club members given a better deal than other residents? I was told it was because they support the lunches at the Grill, etc. Are we breaking even on these Golf Clubs get-togethers? If you want to attract non-residents, why not allocate a few tee times in the mornings for those folks? If the Golf Club members want to get the best deals possible, maybe they should pay more than other residents. There seems to be an inequality when it comes to the Golf Venue, and if you want to soak the non-residents, at least give them a few decent tee times.

>

>Hopefully the Board will decide NOT to allow some Venues to not breakeven overall; if IVGID can not run a Venue without subsidization from somewhere else, then that Venue should not exist. After all, we are an enterprise fund, not a governmental fund.

>

>I do not believe I heard the word "outsource" during this presentation. Is "outsource" a 4 letter word at IVGID? I find it amazing that, given the size of IVGID, there are not any departments that could be outsourced. If you tell me that one of the unwritten strategies of our GM is to provide jobs for locals at IVGID so that he can control the support of who gets to become a Trustee, I will believe it. But if not that, why would you totally reject outsourcing?

>

>Thank you again for focussing on recovering all costs related to Venues.

Summary of Subsidies to Staff's Proposed FY2021-22 Baseline Budget

	General Fund	Golf Champ	Golf Mountain	Facilities	Diamond Peak	Recreation	Community Services Admin	Parks	Tennis	Beach
Total Sources	\$ 5,130,240	\$ 4,513,954	\$ 1,881,765	\$ 2,226,761	\$ 10,146,619	\$ 3,530,934	\$ 386,484	\$ 1,178,169	\$ 283,182	\$ 5,114,313
Total Uses	\$ 5,026,312	\$ 4,652,677	\$ 1,902,638	\$ 2,013,611	\$ 9,612,306	\$ 3,404,315	\$ 476,439	\$ 1,162,559	\$ 238,828	\$ 4,940,711
Net Sources	\$ 103,928	\$ (138,723)	\$ (20,873)	\$ 213,150	\$ 534,313	\$ 126,619	\$ (89,955)	\$ 15,610	\$ 44,354	\$ 173,602
RFF Subsidy		\$ 746,469	\$ 918,709	\$ 393,739	\$ 992,563	\$ 2,149,037	\$ 1,094,484	\$ 1,002,728	\$ 125,082	
BFF Subsidy										\$ 968,375
Cen Svcs Subsidy	\$ 1,471,440									
Transfers					\$ 1,640,400					
Fund Balance Use	\$ 1,578,551				\$ 530,996					\$ 2,522,888
Net Gain/(LOSS)	\$ (3,153,919)	\$ (885,192)	\$ (939,582)	\$ (180,589)	\$ 651,154	\$ (2,022,418)	\$ (1,184,439)	\$ (987,118)	\$ (80,728)	\$ (3,317,661)

	Total Subsidies
RFF Subsidy	\$ 5,782,411
BFF Subsidy	\$ 968,375
Diamond Peak Transfers	\$ 1,640,400
Cen Svcs Subsidy	\$ 1,471,440
Fund Balance Subsidy	\$ 4,632,435
Totals -	\$ 14,495,061



EXHIBIT "B"

Re: 2021/2022 Budget

From: s4s@ix.netcom.com
To: Dick Warren , "Paul C. Navazio"
Cc: "Winqest, Indra S." <ISW@ivgid.org>, Tim Callicrate <callicrate_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Kendra Wong <wong_trustee@ivgid.org>
Subject: Re: 2021/2022 Budget
Date: Mar 6, 2021 8:46 PM

Dick -

If staff has the discretion to change every rate at every hour of the day (which they do), then why come to the Board to secure their affirmation of your proposed rates? What an incredible waste of time.

--

Furthermore, at the February 24, 2021 workshop Mr. Navazio told us that he would be presenting a "Cost-Recovery Framework for Venue Pricing." So will the pricing being suggested result in a "cost recovery framework" for each of our recreational venues? In other words, nor RFF subsidy.

Of course not.

Mr. Navazio is committed to budgeting inclusive of a level RFF, as if the RFF were ad valorem tax revenue, regardless of venue pricing.

So why are we being forced to sit through dog and pony show pricing presentations? What a waste!

And speaking of waste,

1. Why are we continuing special Hyatt Hotel guest pricing at our golf courses? Given the way the Hyatt treats us, why are they entitled to any break in pricing which is subsidized at local property owners' expense?
2. Why are we continuing special non-resident guest pricing at our golf courses? We don't offer special guest pricing at any of our other recreation venues. Why not? What's so special about golf? Especially when the best of us are forced to subsidize the special interest group we know as golf.
3. Why are we continuing special non-resident pricing at our golf courses for 19-23 non-resident SNU youths who you and I are subsidizing?
4. Why are we continuing special non-resident pricing at Diamond Peak for 19-23 non-resident SNU youths who you and I are subsidizing?
5. Why are we continuing special non-resident pricing at Diamond Peak for 8-13 non-resident children who you and I are subsidizing?
6. Why are we continuing to give Diamond Peak season passes for and K1-12 child who gets straight A's who you and I are subsidizing (you don't know this one yet however if staff have the authority to adjust pricing, what makes you think they won't in this situation)?

I guess staff is more concerned with keeping the RFF level than taking steps to eliminate the subsidies and ensure that we adopt a "cost recovery framework."

Are you reading Board? DO SOMETHING because regardless of staff malfeasance, at the end of the day the buck stops at your feet.

Aaron Katz

-----Original Message-----

>From: Dick Warren
 >Sent: Mar 6, 2021 3:23 PM
 >To: "Paul C. Navazio"
 >Cc: "Winqest, Indra S." , Tim Callicrate , Sara Schmitz , Matthew Dent , Tonking Michaela , Kendra Wong
 >Subject: Re: 2021/2022 Budget

>

>Paul, I scanned the Board packet for General Business Item K.4, which will set the golf rates for 2021. Where is the Golf Venue Fully Loaded Income Statement, which by the way is a requirement for Enterprise Fund Accounting which starts on 7/1/2021, in the middle of the golf season. Certainly that complicates perhaps rates charged, but you could assume May & June are based on PY decisions but a ramp up is needed starting July 1st, or do a "blend" for May through September. Where is a detailed accounting for all revenues sources, supported by the numbers Keep It Simple Darren Howard has thrown together in his presentation? Where are the assumptions of how many folks will play daily based on the whether they are residents, non-residents, etc.? Same for expenses, how does one know if all expenses are being included to determine breakeven fee rates? I know depreciation is not included because Darren stated that daily fee rates for 2021 will be consistent with 2020, which means depreciation is not included and you will also continue to allow Facility Fees to subsidize golf fees. There is a lot here on the Golf play pass rate structure, but where are the assumptions that tie to a line item in revenues? You never seem to get around to tying the details on assumptions to the Income Statement for specific revenues & expenses.

>

>None of this fits in with what came out of your mouth at the last Budget Workshop. This looks to me like "business as usual". The Head of Golf comes in here with a presentation full of numbers that tie to nothing, and there is no discussion at all about ensuring that golf fees are at least recovering all costs related to golf. This is another typical "GIGO" (Garbage In Garbage Out) IVGID product. What are we going to spend, maybe 30 minutes on this at the meeting, and at the end no one will know anymore than they did walking in?

>

>Chair Tim, I think this item needs to be removed from the agenda until it matches what IVGID Management said they were going to do for FY2021-2022 budgeting at the last Workshop. I simply do not understand why IVGID Management is allowed to make presentations at Board meetings that make no sense. But I suspect the Board will meekly listen to the presentation, have no critical comments/questions on the presentation, and then at the end tell IVGID Management what a wonderful job they did, and you will approve the new rates without any understanding of what you just did. It is okay for you to criticize IVGID Management; you seem to have no problem "praising their efforts", what about challenging them? Remember, they do work for you.

>

>What a waste of everyone's time.

>

>

>

>

>> On Mar 5, 2021, at 3:37 PM, Dick Warren wrote:

>>

>> Maybe we will find out at next week's Board meeting, Margaret. General Business Item K.4 relates to "...Golf play pass rate structure, daily green fees and range fee rates for the golf season of 2021..." The Golf season is split between FY2020/2021, which ends on June 30th, and then FY 2021/2022 commences. So I guess conceivably we could have two different fees, fees for May & June based on the old way of determining fees, and then new fees starting July 1st which would cover all expenses relating to golf.

>>

>> Over the past few months I have had a few email exchanges with Keep It Simple Darren Howard on the Golf Venue. Currently, when determining the breakeven fee for golf, Darren does not include in Operating Costs depreciation (the Cost of Capital). Darren calculates his breakeven fee around \$64 per round, but if depreciation was added as an expense, that breakeven fee would go to around \$103, depreciation costing around \$39 per round of golf. Darren tells me that in his 30+ years in the Golf Industry, no one has ever included depreciation in their breakeven fee. I then asked him, "Well, if you do not include depreciation in your break-even fee for pricing purposes, who pays for it?" To date I have not received a reply from Darren to this question. Darren also does not include interest expense (and there is some debt associated with the Golf Operation).

>>

>> Hopefully, whatever is presented on Wednesday will show new pricing for golf fees including ALL expenses related to golf. Additionally, any revenues like Facility Fees (Facility Fees should not be subsidizing the fee necessary to play a round of golf and breakeven) will not be in the Income Statement for the Golf Venue. And BTW currently Facility Fees subsidize golf fees.

>>

>> It should be interesting what is presented! Stay tuned!

>>

>>

>>

>>> On Mar 5, 2021, at 2:41 PM, Margaret Martini wrote:

>>>

>>>

>>> I also would like to see an income statement basis by venue.

>>> Based on pricing policies and confirmed by Paul's statement as noted below.

>>> That should not be such a hard thing to do using technology. We do have that technology, right ??? we sure have spent a lot of money on technology so that we have some transparency and some instant data, right???

>>> A click of a key should provide all the accounting systems data, right????

EXHIBIT "C"



**INCLINE
VILLAGE**

GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT ~ ONE TEAM

FY2021/22 Budget Workshop

**Board of Trustees
February 24, 2021**




Budget Workshop Outline

WORKSHOP #2 – February 24, 2021

1) Review of Venue / Program Budgets and Expectations

- a. Baseline Revenues / Fee Structure
- b. Staffing and Service Levels
- c. Professional Service Contracts
- d. Net Operating Revenues(Expenses) – “Financial Bottom Line”
 - Administration
 - Utilities
 - Community Services
 - Beaches

2) Discussion of Framework for District Pricing Policy

- 
- a. Policy 6.1.2.0 – Revenues
 - b. Cost-Recovery Framework for Venue Pricing

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS MARCH 10, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – STAFF’S AND THE BOARD’S REFUSAL TO AGENDIZE MATTERS OF COMMUNITY CONCERN REQUESTED BY MEMBERS OF THE PUBLIC AS POLICY 3.1.0 INSTRUCTS

Introduction: When I was a child my father you used to tell me “do as I say, not as I do.” Well now that I am an adult I see IVGID staff and the Board are guilty of the same double talk. They want outsiders to think IVGID is sincere and accommodating to members of the public when in reality, nothing could be further from the truth. A perfect example is ¶10.4 of Policy 3.1.0¹ which was recently modified (on September 20, 2020) to instruct as follows:

“Item(s) of Business/Agenda Preparation. The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee. *If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research.* The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance. Unless directed otherwise by the Board, the Chair and the General Manager may delay consideration of an item, based upon the length of an agenda, need for coordination with other agenda items, meeting efficiency, or other considerations.”

In the last four (4) or more months I have requested that twelve (12) matters be agendized for possible action by the Board and *not one has been agendized!* If the Board and staff are not going to follow their own policy, then in my opinion the policy should be modified so members of the public and outsiders won’t think certain rights exist, when they do not. And these are the purposes of this written statement.

Agenda Request #1 – October 31, 2020: Adoption of an administrative process for those seeking refund of their Beach (“BFF”) and/or Recreation Fee(s). This request was memorialized next to the first asterisk which appears at the top of my January 20, 2021 e-mail to Chairperson Callicrate².

¹ See pages 8-14 at https://www.yourtahoepalace.com/uploads/pdf-ivgid/IVGID_Board_Policies_3.pdf.

² That e-mail is attached as Exhibit “A” to this written statement.

I remind the reader that when the Board adopts a new RFF/BFF, it passes a resolution³ almost identical to Resolution 1879 adopted May 27, 2020, which typically at ¶18 states as follows:

“All laws applicable to the levy, collection, and enforcement of general taxes of the District, including, but not limited to, *those pertaining to the matters of delinquency, correction, cancellation, refund, redemption and sale, are applicable to such charges.*”⁴

That resolution typically adopts a “report” at ¶16 which at ¶VI states as follows:

“The amounts of the charges shall constitute a lien against the lot or parcel of real property against which the charge has been imposed as of the time when the lien of taxes on the roll attaches, and all laws applicable to the levy, collection and enforcement of general taxes of the District, including, but not limited to, *those pertaining to the matters of delinquency, correction, cancellation, refund, redemption and sale, are applicable to such charges.*”⁵

The above language is included in the resolution because NRS 318.201(12)⁶ states as follows:

“All laws applicable to the levy, collection and enforcement of general taxes of the county, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, *refund, redemption and sale, are applicable to such charges.*”

Notwithstanding the above, there are no laws applicable to general taxes of the county which would allow someone to seek refund of the Beach (“BFF”) and/or Recreation (“RFF”) Facility Fee(s). Hence the request for adoption of an IVGID policy which comports with the intent of the NRS.

Agenda Request #2 – November 30, 2020: Refund of a portion of our monthly solid waste disposal fees given one of the services offered, disposal of hazardous waste, was unilaterally suspended by IVGID for a series of months. This request was memorialized next to another asterisk which appears at the top of my January 20, 2021 e-mail to Chairperson Callicrate² attached as Exhibit “A” to this written statement.

³ See pages 107-110 of the packet of materials prepared by staff in anticipation of the Board’s May 27, 2020 meeting [“the 5/27/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf)].

⁴ See pages 109-110 of the 5/27/2020 Board packet.

⁵ See page 115 of the 5/27/2020 Board packet.

⁶ Go to <https://www.leg.state.nv.us/nrs/nrs-318.html#NRS318Sec201>.

Agenda Request #3 – January 20, 2021: Termination of Gold and Silver card lifetime recreation privileges, including beach access, for former IVGID employees and their immediate family members. The latest Board Resolution which provides the same, Resolution 1588, expressly states that such “benefits *may be changed* at any time without advance notice.” This request was memorialized next to another asterisk which appears towards the middle of my January 20, 2021 e-mail to Chairperson Callicrate² attached as Exhibit "A" to this written statement.

Agenda Request #4 – January 20, 2021: Directing our General Manager (“GM”) to forthwithly terminate all employee procurement (credit card) use because of massive mis-use. Simply stated, our public employees cannot be trusted and there are few if any internal controls to curb mis-use. This request was memorialized next to another asterisk which appears towards the bottom portion of the middle of my January 20, 2021 e-mail to Chairperson Callicrate² attached as Exhibit "A" to this written statement.

Agenda Request #5 – January 28, 2021: That the Board comply with NRS 318.197(3) by prescribing regulations for the connection with and disconnection from the properties and facilities of the District and the taking of its services. There are many property owners who see any special benefit to their properties insofar as the District’s public recreation facilities are concerned, and for this reason, wish to go through the process of disconnection. However because there is no process, the request. This request was memorialized next to an asterisk which appears towards the bottom portion of the middle of my January 28, 2021 e-mail to Chairperson Callicrate⁷.

Agenda Request #6 – January 29, 2021: That the Board rescind Resolution 1493⁸ which allows our GM to give away up to \$1,000 of public funds without Board approval. This request was memorialized next to an asterisk which appears towards the top portion of my January 29, 2021 e-mail to Chairperson Callicrate⁹.

Agenda Request #7 – January 29, 2021: That the Board rescind Resolution 1619¹⁰ which allows our GM or his designee to give away complimentary recreation privileges, including our beaches, without Board approval. This request was memorialized next to an asterisk which appears towards the top portion of my January 29, 2021 e-mail to Chairperson Callicrate⁹.

Agenda Request #8 – January 29, 2021: That the Board rescind Resolution 1701¹¹ which allows our GM or his designee to give away part or all of the public’s recreation facilities, including our beaches, without Board approval to qualified non-profits so they can use these facilities to raise funds for their social cause of the week, at local property owners’ expense. This request was memorialized

⁷ That e-mail is attached as Exhibit “B” to this written statement.

⁸ See pages 18-19 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

⁹ That e-mail is attached as Exhibit “C” to this written statement.

¹⁰ See pages 38-41 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

¹¹ See pages 53-58 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

next to an asterisk which appears towards the middle portion of my January 29, 2021 e-mail to Chairperson Callicrate⁹.

Agenda Request #9 – January 29, 2021: Termination of an inter-local agreement with the Washoe County School District (“WCSD”) which permits the WCSD to use the District’s recreation facilities for no charge. This request was memorialized next to an asterisk which appears towards the bottom third portion of my January 29, 2021 e-mail to Chairperson Callicrate⁹.

Agenda Request #10 – February 26, 2021: That the Board rescind Resolution 1588¹² and to the extent Resolutions 1505 and 1568 haven’t already been superseded, Resolutions 1505 and 1568. All of these resolutions give away free or severely discounted recreation privileges, including access to our beaches, to IVGID employees and their immediate family members. A number of us have issues with public employees getting free access, notwithstanding their *de facto* employers, the public, cannot get free access. This request was memorialized next to an asterisk which appears towards the middle of the page of a February 26, 2021 e-mail to GM Winquest¹³. Indra’s denial of my request appears next to the asterisk at the top of the page of my March 2, 2021 e-mail to GM Winquest¹⁴.

After this request and its in essence denial took place, Ms. Herron produced evidence that Resolution 1505 had been expressly repealed by Resolution 1716 (“the...District...hereby rescinds the Personnel Policies adopted by Resolution No. 1505 on November 14, 1985”), and Resolutions 1568 and 1588 may have been repealed as well by given: Resolutions 1568 and 1588 both address “Personnel Policies,” and expressly recite they “(t)hereby amend...Section(s) 5.5...and(/or) 5.4 of Title 5 of IVGID’s Personnel Policies.” So there may be nothing to rescind.

Agenda Request #11 – February 26, 2021: Consider appointment of a receiver in place of staff to administer and care for the beaches given the true equitable owners are local property owners with beach access rather than IVGID. This request was memorialized next to an asterisk which appears towards the bottom of my February 26, 2021 e-mail to GM Winquest¹³.

Agenda Request #12 – March 2, 2021: That the Board modify ¶0.4 of Policy 3.1.0¹ to remove the language which allows members of the public to request IVGID Board agenda items for possible Board action. Since staff and the Board have no interest in allowing members of the public to request that matters of community interest be agendized for possible Board action, why create a policy which states the exact opposite? This request was memorialized next to an asterisk on my March 2, 2021 e-mail to GM Winquest¹⁴.

Conclusion: So here the reader can see that although I made twelve (12) separate requests to agendize different matters I asked the IVGID Board consider for possible action, *NONE* was agendized. If none is going to be agendized for possible Board action, there’s no reason for ¶0.4 of Policy 3.1.0¹

¹² This resolution has not been posted as of yet to the District’s web site.

¹³ That e-mail is attached as Exhibit “D” to this written statement.

¹⁴ That e-mail is attached as Exhibit “E” to this written statement.

to exist. Moreover, one would think that if the Board Chair and our GM are not going to agendize matters required by members of the public for possible Board action, one or more of the other four trustees would intervene given ¶0.4 of Policy 3.1.0¹ also instructs that:

“The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.”

And the fact that here no trustee stepped forward to request that any of the subject agenda requests be placed on a Board meeting agenda for possible action, sends an equal voluminous message. So the public and others should know that policies such as ¶0.4 of Policy 3.1.0¹ exist *not* to extend rights to members of the public but rather, to make outsiders and members of the public think the exact opposite. So now the public and outsiders know.

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"

Agenda request - Gold and Silver Passes as well as Employee Procurement Cards

From: s4s@ix.netcom.com
To: Tim Callicrate
Cc: "Winquest, Indra S." <ISW@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>
Subject: Agenda request - Gold and Silver Passes as well as Employee Procurement Cards
Date: Jan 20, 2021 1:27 PM

Hello Tim -

As you know some weeks ago you sent me an e-mail suggesting you would agendize my requests dated October 31st (adoption of an administrative policy providing for a process for those seeking refund of the RFF/BFF given this right which appears in paragraph 8 of Resolution 1879 as well as paragraph VI of the report attached to and incorporated into that resolution, and NRS 318.201(12) doesn't exist] and November 30th (refund of a portion of our trash disposal rates given the disposal of hazardous waste services, for which we are charged via our franchise fee, has been "suspended") after the first of the year and Michaela had been sworn in as a Board member.

Well now it's after the first of the year and Michaela has been sworn in.

So are you going to agendize my requests which with all due respect are so much more important than Trustee Wong's request that Trustees Dent and Schmitz be censured (also my requests preceded hers)?

Additionally, I have two new requests for two new agenda items (you will recall Policy 3.1.0 gives the public standing to request agenda items. And since technically the request must be made to our GM, a copy of this e-mail request is being sent to Indra).

1. Termination of all outstanding Gold and Silver cards/passses (lifetime recreation privileges) issued to prior IVGID employees. Although Indra refuses to share how many are outstanding, and in favor of whom, I request they all be forthrightly terminated and rescinded. Since these privileges are being paid for by the RFF/BFF local parcel owners pay, we have standing to bring this matter to the attention of the Board so it can be addressed.
2. Directing Indra to terminate all outstanding employee IVGID procurement (aka credit) cards. Simply put, our staff have demonstrated time and time again that they cannot be trusted with the charges they make. And similarly, since all of these charges are being paid by the RFF/BFF and the utility rates local parcel owners pay, we have standing to bring this matter to the attention of the Board so it can be addressed.

Thank you, Aaron Katz

-----Original Message-----

>From: s4s@ix.netcom.com
 >Sent: Dec 4, 2020 1:08 PM
 >To: Tim Callicrate
 >Cc: "Winquest, Indra S." , Joshua Nelson
 >Subject: Re: Agenda request
 >
 >Thanks Tim -
 >
 >So we give agenda space for DPSEF to make a request for the Board to give away public lands for next to nothing.
 >
 >And now we're giving agenda space for SNU to make a request for something (we just don't know what yet).
 >
 >And we don't give agenda space to a citizen to ask the Board to adopt a policy for parcel owners to administratively seek refund of the RFF/BFF where it has been improperly collected?
 >
 >Or to ask for refund of a portion of his solid waste fees which pay for e-waste recycling, when fees have been paid for this service and staff has chosen to suspend it for four (4) months?
 >
 >There's something wrong here Tim.
 >

>Aaron

>

>-----Original Message-----

>>From: Tim Callicrate

>>Sent: Dec 4, 2020 12:55 PM

>>To: "s4s@ix.netcom.com"

>>Cc: "Winqest, Indra S." , Joshua Nelson

>>Subject: Agenda request

>>

>>Mr. Katz,

>>

>>After discussions with Mr. Winqest, we have decided not to agendize your requests dated October 31st and November 30th. Thank you for your emails.

>>

>>Tim Callicrate

>>

>>Chairman, Board of Trustees

>>

>>Incline Village General Improvement District

>>

>>893 Southwood Blvd.

>>

>>Incline Village, NV 89451

>>

>>Cell: 775-336-9925

>>

>>[https://lh4.googleusercontent.com/4oZZCbA3zNbR4_gljv067kdrC1i457NxnXGrommed48vAbJZcmfJoU4-mA2cew-xeDtrhd8DQeWFTaPUDQA7nECs7RN2g3BQyuEq3SDIBaDSGsNn12OQSXdIuJ-Bw_-hZ91TIqXZ]

EXHIBIT "B"

Re: Agenda request - Prescription of Regulations to Allow the Owners of Property Within the District to Disconnect From the Facilities and Services of the District - NRS 318.197(3)

From: s4s@ix.netcom.com
To: Tim Callicrate
Cc: "Winquest, Indra S." <ISW@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>
Subject: Re: Agenda request - Prescription of Regulations to Allow the Owners of Property Within the District to Disconnect From the Facilities and Services of the District - NRS 318.197(3)
Date: Jan 28, 2021 8:12 AM

Hello Indra and Tim:

This constitutes my fifth (5th) request you or some other member of the board agendize for possible action a matter of vital concern to the residents and parcel owners of Incline Village/Crystal Bay.

This request is made inasmuch as Policy 3.1.04 prescribes that "if a person or party, **including the general public**, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting." Please consider this e-mail my written request.

On October 31, 2020 I requested that the following matter be agendized for possible Board action:

1. Adoption of an administrative policy providing for a process for those seeking refund of the RFF/BFF given this right which appears in paragraph 8 of Resolution 1879 as well as paragraph VI of the report attached to and incorporated into that resolution, and NRS 318.201(12) doesn't exist.

On November 30, 2020 I requested that the following matter be agendized for possible Board action:

2. Refund of a portion of our trash disposal rates given the disposal of hazardous waste services, for which we are charged via our passed through franchise fee, has been "suspended."

On January 20, 2021 I requested that the following two matters be agendized for possible Board action:

3. Termination of all outstanding Gold and Silver cards/passes (lifetime recreation privileges) issued to prior IVGID employees and trustees. Since these privileges are being paid for by the RFF/BFF local parcel owners pay, we have standing to bring this matter to the attention of the Board so it can be addressed.

4. Directing Indra to terminate all outstanding employee IVGID procurement (aka credit) cards. Similarly, since all of these charges are being paid by the RFF/BFF and the utility rates local parcel owners pay, we have standing to bring this matter to the attention of the Board so it can be addressed.

And now my fifth (5th) agenda request given you have ignored the first four:

5. That the IVGID Board "prescribe and enforce regulations for the connection with and the disconnection from properties of the facilities of the district and the taking of its services" as NRS 318.197(3) mandates (note the word **SHALL**).

Besides the fact the NRS mandates the Board do what I request, this is an opportunity to learn for the first time what local property owners really think about the District's commercial for profit recreational businesses which are involuntarily subsidized by the RFF. If we don't think they're worth what staff and the Board really think they're worth, the District will learn very, very quickly as local property owners begin disconnecting from "properties of the facilities of the district and the taking of its services."

If staff require assistance in the preparation of a background memorandum, I am happy to assist.

I am sending a copy of this e-mail request to all members of the IVGID Board given any single trustee can request that a matter be agendized for a future Board meeting. Please. At least one of you grant my request that these matters be agendized for possible action at a future Board meeting.

Finally if you refuse, then I ask you modify Policy 3.1.0 to REMOVE the ability of members of the public to request that matters of concerned be agendized for possible Board action. If you're not going to honor your own policy, then why go

3/3/2021 Re: Agenda request - Prescription of Regulations to Allow the Owners of Property Within the District to Disconnect From the Facilities and ...
through the disingenuous artifice of making the public think otherwise?

Thank you for your cooperation. Aaron Katz

EXHIBIT "C"

Re: Agenda request - Termination of Resolutions 1493, 1619, 1701 and March 24, 1981 Inter-Local Agreement With the WCSD

From: s4s@ix.netcom.com
To: Tim Callicrate
Cc: "Winquest, Indra S." <ISW@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>
Subject: Re: Agenda request - Termination of Resolutions 1493, 1619, 1701 and March 24, 1981 Inter-Local Agreement With the WCSD
Date: Jan 29, 2021 12:23 PM

Hello Indra and Tim:

This constitutes my sixth (6th), seventh (7th), eighth (8th) and ninth (9th) requests you or some other member of the board agendize for possible action additional matters of vital concern to the residents and parcel owners of Incline Village/Crystal Bay.

These requests are made inasmuch as Policy 3.1.04 prescribes that "if a person or party, **including the general public**, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting." Please consider this e-mail my written request.

Resolution 1493 (community relations expenditures) allows the GM to donate up to \$1,000 cash without Board approval for an event sponsored by a non-profit group. Local property owners are paying for these giveaways.

Resolution 1619 ("complimentary recreation privileges") allows venue managers an our GM to give away free use of the public's recreational facilities. Local property owners are paying for these giveaways.

Resolution 1701 ("USE OF IVGID FACILITIES BY QUALIFIED LOCAL NON-PROFIT, VOLUNTEER ORGANIZATION, NATIONAL ORGANIZATION WITH A LOCAL CHAPTER, OR ACTIVITY BASED IN OR BENEFITTING INCLINE VILLAGE/CRYSTAL BAY, NORTH TAHOE REGION, GOVERNMENT AGENCY, OR A LOCAL SCHOOL, THAT ADMINISTERS AND CONDUCTS THE ACTIVITY THEMSELVES") allows venue managers and our GM to give away free or severely discounted exclusive use of the public's recreational facilities to qualified non-profits, other governmental organizations, and others. Local property owners are paying for these giveaways.

BTW, did you know that the agreement recites that "on a case by case basis, uses of the beaches by a qualified, non-profit, volunteer organization or activity based in Incline Village will be directed, **for possible consideration**, to the District Venue Manager?"

Did you also know that per paragraph 16 of the resolution, "a report, for Fiscal Year 2013/2014 (**and no similar reports for any subsequent fiscal years**), shall be provided to the Board of Trustees no later than September 30, 2014?"

On March 24, 1981, the District has entered into an inter-local agreement with the Washoe County School District ("WVCS D") which basically allows the WCS D to use the District's recreational facilities for no charge. There have been several addendums and updates to this agreement, but none which modify the WCS D's rights thereunder. Local property owners are paying for these giveaways.

BTW, did you know that per paragraph 2 of the agreement it is supposed to be reviewed by the IVGID Board yearly? For the 13 years I have been a resident, I have NEVER seen an agenda item bringing the subject agreement to the IVGID Board for review. Oversight or intentional Indra?

If staff require assistance in the preparation of a background memorandum for the termination of any or all of the above, I am happy to assist.

I am sending a copy of this e-mail request to all members of the IVGID Board given any single trustee can request that a matter be agendized for a future Board meeting. Please. At least one of you grant my request that these matters be agendized for possible action at a future Board meeting.

Finally if you refuse, then I ask you modify Policy 3.1.0 to REMOVE the ability of members of the public to request that matters of concerned be agendized for possible Board action. If you're not going to honor your own policy, then why go through the disingenuous artifice of making the public think otherwise?

Thank you for your cooperation. Aaron Katz

EXHIBIT "D"

Records Requests and Beach Access

From: s4s@ix.netcom.com
To: "ISW@ivgid.org"
Cc: Callicrate Tim <tim_callicrate2@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, "Susan_Herron@ivgid.org" <Susan_Herron@ivgid.org>
Subject: Records Requests and Beach Access
Date: Feb 26, 2021 11:57 AM

Hello Indra -

Item 1: So as you know, at last night's meeting Resolution 1568 surfaced. The resolution makes reference to an earlier Resolution 1505 which was not produced. I would like Resolution 1505. Please consider this a records request.

Item 2: The District has a page on its web site which references a series of policy and procedure resolutions. Conveniently missing from these resolutions are Resolutions 1505 and 1568. Why if not for the obvious reasons? Please add both of these resolutions to the District's web site and the index of resolutions on the District's web site. And while you're at it, please add missing Resolution 1588 which appears to supersede Resolution 1568. And please confirm for my benefit that you're going to add these resolutions, and that you have in fact added these missing resolutions to the District's web site.

Item 3: Next, please share Resolutions 1568 and 1588 with Josh. I have been informed that Josh gave an off the cuff legal opinion that beach privileges cannot be withdrawn from IVGID employees who are not otherwise entitled to beach access (because they are property owners with beach access) because of the equitable doctrine of laches. But Board policy on employee access to the beaches arises from both of these resolutions. And both expressly state that "Silver and Gold Card benefits may be changed at any time, without advance notice." Which means Josh is wrong if he states silver and gold card benefits cannot be withdrawn.

And insofar as current employee beach benefits, the Board has the power to change this policy, as it can any policy.

Item 4: I ask you agendize for the next Board meeting the subject of rescinding both Resolutions 1568 and 1588. As you know, members of the public can request that matters be agendized for possible Board action pursuant to Policy 3.1.0. I hereby make such request. I am sending a copy of this e-mail and this request in particular to Chairperson Callicrate.

Item 5: Resolution 1568 states that non-resident employees not otherwise entitled to beach access (because they are property owners with beach access) may access the beaches as "guests" of IVGID (arguably, because IVGID is a property owner). But IVGID as a property owners is not entitled to any recreational or beach facilities unless it pays a RFF/BFF like all other property owners. And here it doesn't.

Moreover, nothing exempts IVGID from paying guest fees for its guests at the beaches much the same as any other property owner with beach access must pay. Given you maintain records of the number of persons who access the beaches every season, and I have been informed that last night you admitted you knew the number who are employees (2%), I would like to examine records evidencing the number of employees so accessing the beaches since November 10, 1988. I also want to examine records which evidence the amount of beach fees paid by IVGID, and I want to examine these fees' deposit into the equivalent of what would have been the Beach Fund at that time all the way to the present. Please consider this a records request Indra.

Item 6: I believe Josh will tell you that IVGID is a fiduciary when it comes to the beaches. Its ownership is legal and not equitable because it holds mere title to the beaches as a fiduciary for the benefit of all local parcel owners with beach access. In this capacity it cannot aid and abet in the violation of the beach deed's restrictive use covenants. Otherwise, it can be removed as beach steward. Yet it appears that's exactly what staff have been doing for some time. Since this means IVGID is NOT an appropriate beach steward on my behalf, I ask the Board remove the District as such and that it appoint a receiver to protect local property owners with beach access. Please agendize this issue for possible action at the next IVGID Board meeting. Again as you know, under Policy 3.1.0 members of the public have standing to request that matters be agendized for Board meetings. So please do as I request and provide me with notice of the same.

Item 7: I have been informed that the issue of beach access and boat launching in particular for our boat storage business operators came up last night as well. Apparently, these storage operators can launch ANYONE's boats from our private beach and boat launch whether or not their boat owners have beach access. Is this accurate?

What about season boat launch passes? Are they unique to a particular vessel? Or is the pass unique to a particular parcel owner? And if the latter, what stops a boat storage operator with beach access from launching his non-resident storage

clients' boats from our boat launch? What stops the operator from launching many dozens of boats in a single day? Depending upon your answers to these questions, I may ask that additional matters be agendized for a future possible Board meeting.

I am sending a copy of this e-mail to the Board asking they agendize the matters I have requested for future Board meetings should you and/or Chairperson Callicrate refuse. I remind Board members, any can make the request I have made that a matter be agendized for future Board action.

Thank you for your cooperation. Aaron Katz

EXHIBIT "E"

Please Agendize Further Modification to Policy 3.1.0 to Remove a Member of the Public's Right to Request Matters of Community Concern be Agendized For Possible Board Action

From: s4s@ix.netcom.com
To: "Winqest, Indra S."
Cc: Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, "Wong, Kendra" <Wong_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>, "Herron, Susan" <Susan_Herron@ivgid.org>
Subject: Please Agendize Further Modification to Policy 3.1.0 to Remove a Member of the Public's Right to Request Matters of Community Concern be Agendized For Possible Board Action
Date: Mar 2, 2021 10:16 AM

Dear Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Please note below Indra's response to my latest request to agendize matters of community concern for possible Board action.

★ This now marks roughly ten (10) or more matters I have requested by agendized for possible Board action, NONE of which have been agendized. Instead staff agendize meaningless dog and pony show presentations such as an intro by the new president of Sierra Nevada University and Andy Wolf's opening salvo in DPSEF's request for a sweetheart deal on Diamond Peak land so a race team building can be constructed.

Policy 3.1.0 expressly states that members of the public can request that matters for possible board action be agendized by making request to the GM. But if the GM is going to ignore/refuse every such request, perhaps because his agenda doesn't mirror the public's, why does Policy 3.1.0 state otherwise? IMO if in the real world the right doesn't exist, then the real reason why it exists is simply to make it look to the world that IVGID is more accommodating and forthright than it really is (an example of "do as I say, not as I do"). So I ask the Board simply delete this portion of Policy 3.1.0.

I again remind Board members that any one of you can request a matter be agendized for possible Board action. So the fact Indra and Tim may choose not to agendize my requested matters, any of you can.

So here it appears that local boat storage operators whose owners have beach access may be using that access to launch their non-resident customers' boats from the Ski Beach boat launch. And they may not be paying the published rate to do so because staff has been allowed to create a season boat launch pass and there are not limitations on whose boats may be launched.

Additionally, IVGID staff are encouraging those not entitled to beach access to access our beaches under the guise they are IVGID staff's guests. Yet these persons are no more the guests of a parcel owner with beach access than all the residents of Crystal Bay are my guests. And unlike my guests, IVGID staff don't pay for their guests to access the beaches. And unlike me, the District doesn't pay an RFF/BFF.

In other words, just like preferential and discriminatory water and sewer rates created by and benefitting IVGID staff, here we have preferential and discriminatory beach access provisions created by and benefitting IVGID staff. And this is supposed to be acceptable?

Thank you for your hopeful positive action. Aaron Katz

-----Original Message-----

From: "Winqest, Indra S."
Sent: Mar 2, 2021 9:39 AM
To: "s4s@ix.netcom.com"
Cc: Tim Callicrate , Matthew Dent , "Wong, Kendra" , Sara Schmitz , Michaela Tonking , "Herron, Susan"
Subject: RE: RE: Records Requests and Beach Access - Follow Up

Aaron -

I have received your email. I apologize but im extremely busy working on several high priority items so I cannot always respond right away. The Board and I are well aware of your request. I have no plans to put anything on the agenda at this time. This is a discussion that the board will have if they so desire and staff will provide any assistance needed. I will follow up with Susan as time allows.

Thanks, Indra

Indra Winquest

General Manager

Incline Village General Improvement District

893 Southwood Blvd, Incline Village NV 89451

P: 775-832-1323

F: 775-832-1380

isw@ivgid.org

<http://www.yourtahoeplace.com>



From: s4s@ix.netcom.com [mailto:s4s@ix.netcom.com]

Sent: Tuesday, March 2, 2021 9:24 AM

To: Winquest, Indra S. <ISW@ivgid.org>

Cc: Tim Callicrate <callicrate_trustee@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; Wong, Kendra <Wong_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Michaela Tonking <tonking_trustee@ivgid.org>

Subject: Fw: RE: Records Requests and Beach Access - Follow Up

Hello Indra -

So far no response to my questions. Why not Indra?

When you fail to respond (in a timely manner), your actions in essence confirm requestors' worst suspicions. Then when your failure to respond is publicized, you and your lackies (and yes you have an army of lackies) come up with the common refrain "misinformation."

But if you were up front and honest and shared the truth, there would be no misinformation.

So now I am sharing this e-mail with the Board. I am asking they get answers to the questions I have asked and they communicate those answers with the community. You can short circuit this all by simply providing the answers.

And why haven't you instructed Ms. Herron to post Resolutions 1568 and 1588 on the District's web site?

Aaron Katz

-----Forwarded Message-----

From: s4s@ix.netcom.com

Sent: Feb 28, 2021 10:04 AM

To: "Winquest, Indra S."

Subject: RE: Records Requests and Beach Access

Thank you Indra. But I still need answers to questions which I don't expect to receive from Ms. Herron inasmuch as the answers are not records. Can you please provide the same? I have highlighted them in red to make it easier for you to identify. Thank you.

-----Original Message-----

From: "Winquest, Indra S."

Sent: Feb 26, 2021 3:10 PM

To: "s4s@ix.netcom.com"

Non Picture Pass Holder Season Passes

Proposed passes sold		Proposed Revenue
3,915.00		1,414,195.00
Visits per year	Total pass vists	Revenue per visit
5.00	19,575.00	72.24
7.00	27,405.00	51.60
10.00	39,150.00	36.12
15.00	58,725.00	24.08

Picture Pass Holder Season Passes

Proposed passes sold		Proposed Revenue
3,263.00		628,276.00
Visits per year	Total pass vists	Revenue per visit
5.00	16,315.00	38.51
7.00	22,841.00	27.51
10.00	32,630.00	19.25
15.00	48,945.00	12.84

% difference NPH		PPH	% Decrease	
5.00	72.24	38.51	33.73	47%
7.00	51.60	27.51	24.09	47%
10.00	36.12	19.25	16.87	47%
15.00	24.08	12.84	11.25	47%

MINUTES

REGULAR MEETING OF MARCH 24, 2021 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, March 24, 2021 at 3:30 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

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

Also present were District Staff Members Director of Finance Paul Navazio, Director of Public Works Brad Underwood, Interim Director of Human Resources Erin Feore, General Manager Diamond Peak Ski Resort Mike Bandelin and Engineering Manager Nathan Chorey.

No members of the public were present in accordance with State of Nevada, Executive Directive 006, 016, 018, 021, 026 and 029.

C. INITIAL PUBLIC COMMENTS*

Dick Warren said so it is now March 24th, and the Tentative Budget is due to the Department of Taxation on April 15th, about 3 weeks away. Where are the 2021/2022 Venue Budgets prepared in accordance with GAAP using Enterprise Fund Accounting? Where are the delineations of revenues & expenses on a fully accrued basis? For any given Venue, what are the breakeven fees needed to fully recover ALL costs on ALL the products for that Venue? And Facility Fees would not be subsidizing any of these Venues so that we could really see the fees necessary to recover all expenses. Hey Trustees, are you going to ask where this information is? The Director of Finance started blabbering about it back in January, and he continued his bloviations through February as well, but he has not seen any information to date. We are now almost at the end of March; something tells him we will never see it. Once again there will be deadlines out there to meet regardless of whether sufficient budgetary information has been shared with the Board and the Public. Will the Trustees insist upon a sufficient review of such information, or will they cave to the wishes of Staff? Staff knows that the Board will acquiesce, they always do. So he predicts that the Tentative Budget of April 15th

will ultimately become the Final Budget of late May/early June. The Board does not have the guts to force Staff to produce what they want to see before filing. Why is the Board so hesitant to make Staff do their job? Who cares whether the Department of Taxation is happy about it or not? When in the Hell is the Board going to stand up to Staff? Let him guess, the 12th of Never. So sad that Staff runs the Board. So here we go again, similar to the 2020 CAFR. It was a lousy product, evidenced by the work of Linda & Cliff and then verified by Moss Adams. But Staff convinced the Board that it must be filed NOW or IVGID would cease to exist as an entity, and naturally the Board caved. So here comes next year's Budget, and it must be filed by WHENEVER or IVGID will again cease to exist. Do you notice the trend here? Staff forces the Board to do "stuff" because of "deadlines", or else Hell freezes over. Why do we have a Board of Trustees? They ABSOLUTELY exercise no fiduciary responsibility. They listen to Staff, they applaud the efforts of Staff, but they never criticize the RESULTS of Staff. Why is that? Why can't the Trustees challenge the Staff? Unfortunately, the Board today is even worse than Staff. The Board has had plenty of information from the public to question Staff's motives, but they do not seem to have issues with Staff. It is a mystery which will never be solved. Thank you.

Cliff Dobler said thank you very much for the opportunity to speak tonight. For at least the past 10 years, IVGID's Board, by an annual resolution, the assessment on property owners of a Recreational Standby and Service Charge which has been called a Facility Fee for the Community Services and Beach venues. The facility fee was clearly allocated into components for operations, capital projects and debt service. In 2015, the Board of Trustees determined to step away from proprietary fund accounting into government accounting and establish separate funds for operations, special revenues, capital projects, and debt service. In order to establish the special revenue funds, the Board determined the facility fee or standby charges were the special revenues however under generally accepted accounting principles, a special revenue fund cannot report revenues which would be used for capital projects or debt service expenditures. As a result, only that portion of the facility fee designated for operations could be considered revenues under the special revenue fund. From 2016 to 2020, a total of \$9.8 million of facility fees/standby service charges were budgeted and collected and specifically designated to supplement anticipated shortfalls in revenues over expenses in the Community Services special revenue fund. A standby service charge is defined as making available to supplement any shortfall caused by fluctuations in revenues or unexpected increases in expenses for usage at the recreational venues. As such, the facility fee would only be used if operating expenses exceeded revenues at the venues. Because of the continued success of Diamond Peak, no facility fees or standby service charges were actually required the past 5 years and in fact the Community Services venues had an operating profit of \$1,554,000. As such,

\$9,800,850 in standby fees accessed to property owners, budgeted for operating shortfalls, were never needed and the Board of Trustees never adjusted the amounts in subsequent years to use the unspent amounts from prior years. The \$9.8 million designated to supplement operating shortfalls could not be used for capital projects or debt service however in fiscal year 2020/2021, the Board approved a budget to spend \$3.5 million of facility fees specifically designated for operations for capital projects and debt service, see page 137 of tonight's packet. The use of these committed funds was in direct violation of GAAP and Nevada law and will have to be disclosed in the upcoming CAFR for fiscal 2020/2021.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for changes to the agenda; no changes were submitted thus the agenda is approved as submitted.

E. GENERAL BUSINESS (for possible action)

E.1. Review, discuss, and possibly approve the award of a master contract for independent audit services to Davis Farr LLP for Fiscal Years Ending June 30, 2021 through June 30, 2025 (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials. Trustee Schmitz said she had two recommendations – agenda packet page 11, in 3.2.5, to be consisted with Policy 15.1, the District should designate the Audit Committee Chair because the audit is to be independent so she recommends that change and on agenda packet page 20, second bullet from the bottom, it states that the Consultant will meet with the Audit Committee or Board of Directors and she would like it change the or to and. Chairman Callicrate asked that Board of Directors throughout be changed to Board of Trustees.

Trustee Schmitz made a motion to authorize the General Manager and Audit Committee Chair to execute a professional services contract with Davis Farr LLP to provide Independent Audit Services to the District for up to a five-year period, commencing with the annual independent audit for the fiscal year ending June 30, 2021, through the fiscal year ending June 30, 2025 with the additional modifications referenced earlier. Trustee Dent seconded the motion. Chairman Callicrate asked for further comments, none were received, the question was called and the motion was passed unanimously.

E.2. Review, discuss, and possibly set the date and time for two (2) public hearings for the District’s Fiscal Year 2021/2022 Budget and Fiscal Year 2021/2022 Facility and Beach Fees (Requesting Staff Members: District General Manager Indra Winqest and Director of Finance Paul Navazio)

District General Manager Winqest gave a brief overview of the submitted materials.

Trustee Wong made a motion to set the date of a public hearing for the 2021/2022 Budget and Recreation Roll for Wednesday, May 26, 2021 under the Nevada Revised Statutes. The time of the meeting is expected be 6:00 p.m. or as determined by the Board of Trustees. Trustee Schmitz seconded the motion. Chairman Callicrate asked for further comments, none were received, the question was called and the motion was passed unanimously.

E.3. 2021/2022 Budget Workshop #3 (Presented by District General Manager Indra Winqest and Director of Finance Paul Navazio)

E.3.A. Workshop Topic: District’s Capital Improvement Program

District General Manager Winqest gave a brief introduction and then turned over the item to Director of Finance Paul Navazio. Trustee Schmitz asked about the red strikeout – what was the intention? Director of Finance Navazio said that there are a number of projects that we are not pursuing or allocating resources to and didn’t want to cross out anything related to the biking areas. His X should have been a little higher. Trustee Schmitz said to be clear, the X should be to line out the \$28,000 line item? District General Manager Winqest said that the Diamond Peak Master Plan was received by the Board of Trustees and now that it has been several years and whether or not the District is going to pursue any summer operations and the validity of a lot of this plan, at some point, depending on the desire of the Board, we are going to have re-evaluate this master plan and how we are going to proceed because we spent a lot of time and money on it and so in the next year or two determine what is relative to this plan. Staff is not asking for any resources for this plan so Staff is focusing on winter items. Director of Finance Navazio said that these are all 2015 estimates and thought it was appropriate to include for magnitude reference only. Chairman Callicrate said that our lease is coming due within the next few years, perhaps 2023, which is going

to dictate all of what we are going to do on non-IVGID owned land. He understands that Staff is aware of that lease and wants to include it somewhere so that it doesn't come around at the last minute. He also agrees with having the conversation about this plan sooner rather than later as well as having it included in this presentation. Director of Finance Navazio said that we do have funding that will probably be carried over. Diamond Peak Ski Resort General Manager Mike Bandelin said that he is meeting with the United States Forest new representative via Zoom tomorrow and then has a site visit scheduled for April 8. Staff is excited about this as we now have Forest Service personnel assigned to us which is exciting news and he will keep the Board of Trustees updated. Chairman Callicrate said that is great news. Diamond Peak Ski Resort General Manager Bandelin added that this plan does warrant an amendment, after a conversation with the Board, Staff and community, and that he looks forward to having this conversation. Director of Finance Navazio continued his presentation. District General Manager Winquest updated the Board of Trustees regarding the Federal legislation related to the dog park; the portion of the legislation was removed from the legislation and so we are now pursuing the U.S. Forest Service and a special use permit process and trying to expedite that effort. As a reminder, that is Burton-Santini land, so there will be restrictions. We are also reaching out to owners of property within the community. Staff is continuing to look at all options and it is unfortunate that we have to continue to use Village Green as our 20-year temporary dog park. The location is the challenge as there is definitely interest within the community and he will be recommending including some funding probably in next year's budget. Chairman Callicrate said that it is disappointing that it is taking so long to secure a location. The frustration level is exceedingly high, he understands the challenges with Village Green, and is hopeful that with the new people coming in we can make some much needed progress. Trustee Schmitz said that since this is going to be a couple of years out, should we have some funding for some temporary items related to drainage, irrigation, etc.? District General Manager Winquest said that he has instructed Staff to look at this and see what funds need to be included and that our real problem is people not picking up after their dogs. We do need to look at mitigation within the stream zone areas as well as doing some best management practices to help solve some of these problems. Our Staff spends a lot of time cleaning up after other people's dogs and he thinks there is an expectation of us to do that cleanup. There are people that are complying and we thank them for that but there are others that don't.

Director of Finance Navazio continued his presentation. Trustee Wong departed the meeting at 5:00 p.m. Engineering Manager Nathan Chorey gave an overview and history on the Incline Beach House Improvement Project and District General Manager Winquest added, regarding this project, that once COVID-19 is over, we gather some more community input and then do an update followed by a high level design of what something would look like based on the feedback. We pumped the brakes on this project as it was too big and then turned our focus to a smaller scope. A remaining concern is the ingress and egress which definitely needs to be addressed. Trustee Dent asked if the two projects had to be tied together. Engineering Manager Chorey said that there is no reason they need to occur at the same time. Chairman Callicrate said it is unfortunate that it couldn't be performed with the Burnt Cedar pool but that having a phased in approach works. The people in the community have weighed in and said that it was too big. He agrees with Trustee Dent that phasing in is a good way to go while being careful with availability of our beaches. District General Manager Winquest said Staff is fine with phasing in but that we want to make sure that it ties together and meshes. Chairman Callicrate said we need to go in, get it done, and do it as quickly as possible. Trustee Dent asked if we are going to be prioritizing these projects i.e. 1, 2, 3, 4, or 5? He feels that we, as a Board, need to give some direction to Staff about what our three top projects are so that we can move forward with the preliminary budget and state what is our priority and put the money to it. District General Manager Winquest said that is exactly what we want to get and Staff has identified that the Incline Beach House is a priority but we haven't gotten any timeline, etc. as to the priority of the Board. Does the Board want us to move quickly on this effort? Should the Incline Beach House be in the top three and is there direction to proceed? Trustee Dent said that the dog park and Incline Beach House are the top two priority and he would like to see them moved forward. District General Manager Winquest said that Staff understands that the Effluent Export Pipeline is the top priority project. Chairman Callicrate said that is correct as we are moving forward on that project. We do need to start putting monies towards the dog park as well as the Incline Beach House and then that ties into the facility fees. We need to stress the fact that our beaches are in need of attention and especially that beach house and then how much are we going to put towards that. Let's dust off those plans and come up with a workable solution. His top two priorities are the dog park and the Incline Beach House. There are others that follow but we need to get working on the funding of

these two projects. District General Manager Winquest said we are putting in a project to hire a consultant to assess the flow at all three beaches such that we can possibly restrict the access to the beaches. Engineering Manager Chorey said the idea is that we hire a traffic engineer to study both vehicular and pedestrian traffic in both peak and off season. Chairman Callicrate said yes, he recalls a previous Staff member discussing that with the Board and that he thinks that the community has spoken loudly about the beaches being restricted and create that ability to do during the winter time. The study has a lot of merit and recognizes that there is a lot to this study. Engineering Manager Chorey said that Staff agrees and that there is money to begin that process. Trustee Wong said that the dog park, Incline Beach House, and the ingress and egress at the beaches are all priorities. Trustee Tonking said that she agrees with the dog park and Incline Beach House projects. Trustee Schmitz said that she is alignment with everyone and that she feels like the gates are a priority as there are definite improvements that need to be made. We have to look at the things, line by line, to determine priority. Things need to be scrutinized and prioritized to ensure that these things are truly bringing value to the community. Chairman Callicrate said that we have limited resources and yes, we do have to make sure that things are prioritized. Trustee Schmitz said under long range calendar review, we should put all of our master plans out there and dust them off. We don't have anything in the budget for the pond lining and it is another priority project that there is no funding for. District General Manager Winquest said that we did talk about creating a separate capital project budget but recall that we did hire someone to create that plan and the timing will be tricky. Yes, he does agree that we should put some funds to that project and be able to track those costs for reimbursement. Chairman Callicrate said that he likes the idea about the review of the master plans and to discuss each one. He doesn't know when the appropriate time is to look at those items that Trustee Schmitz mentioned but it does need to be done in a manner that each Trustee does their homework and identifies their top items. Trustee Schmitz said that part of the reason she brought it up, is because of the one the plans talks about having consistent hardscaping and then how does that get prioritized and saying what is a higher priority and being careful with how we are spending our funds. Chairman Callicrate said that there is an opportunity for each of us to look at these documents and use our time effectively. Perhaps a longer workshop is needed and having the access to all of the master plans so we can state where we can prioritize followed by seeing how it

meshes together. District General Manager Winquest said that once we have established what the goals are for the District, we start prioritizing these projects and that is then followed by the funding of the capital plan. Staff is looking for more direction so we can start planning on how we are going to get there. Director of Finance Navazio continued his presentation. Engineering Manager Chorey gave a verbal update on the Burnt Cedar Pool renovation and stated that an award recommendation will come before the Board at the April 28 meeting. Chairman Callicrate said that, regarding the connecting path, it is important to show that cost separately. He is hopeful that the bids come in lower but asked that Staff have it segregated as best as possible. Trustee Schmitz said that she really appreciates that and noted that in the Beach Master Plan, the connector was a separate project therefore we are really accomplishing two projects at the same time. Chairman Callicrate said he agrees and everything we can separate out, we should. Engineering Manager Chorey said it is being bid as an add alternate. Director of Finance Navazio continued his presentation. Chairman Callicrate said that the Effluent Pipeline project should be debt financed and always should have been. We have a member of our Audit Committee who has been adamant about doing debt financing and that he is all for a hybrid for debt financing and then using the money we have collected. Construction can't start enough for him. Director of Finance Navazio said that in terms of all the pieces coming together, we are also going to initiate a new rate study informed by the Raftelis work, and you are right that we have collected monies and the capital plan continues to show a collection of \$2 million per year. The question he would pose is that while it might be appropriate to collect for one more year and then replace the out years with what it would take to pay for the financing and we need to have a discussion about collecting the \$2 million this year. There may be an opportunity to reduce rates if we replace with it a 30-40 year debt financing. Chairman Callicrate said he agrees especially with a project that is going to last for over 50 years as he would imagine that is what others would do. Director of Finance Navazio said that the key is to have a dedicated funding source for the debt and if the Board is comfortable to move from a pay as you go and to pencil in the debt financing assuming we can get good information sometime soon. Chairman Callicrate said that some hybrid might work and spending down these reserves to the proper amounts. This will allow us to set our fees to show our community that we said we are doing what we said we would do. Trustee Dent said, regarding funding sources, that we have been collecting that \$2 million and he wants to look at

stopping collecting that \$2 million, which is a reduction of about \$20 per month per household, and knowing that our rates are going up that this might be a way to offset that increase. He would like to use the amounts we have collected to date for this project and then taking on some debt might be the way to go. Chairman Callicrate said he agrees. Director of Finance Navazio said that the rate study will really help nailing that information down. Director of Finance Navazio continued his presentation. Chairman Callicrate said, for Ski Way and the Diamond Peak parking lot reconstruction, that it is critical to contact Tyrolian Village, Washoe County, etc. Engineering Manager Chorey said that we have received an opinion letter from Tyrolian which will be shared at the appropriate time and Washoe County has been working with us. Diamond Peak Ski Education Foundation will have no impact with their structure.

Chairman Callicrate called for a break at 5:30 p.m.; the Board reconvened at 5:47 p.m.

Director of Finance Navazio continued his presentation. Chairman Callicrate said regarding the Administration building he would like to see that going back onto the wing for the Recreation Center or some other facility that we have yet to identify. He thinks if we can stretch it out for a few years that would be great. He likes seeing the upgrades to Information Technology and recognizes that the team now is doing an excellent job therefore he doesn't have issues with what is going on. Regarding the Administration building, it is not at the top of the list and that the community has spoken loudly and clearly. Trustee Dent said he would agree with Chairman Callicrate's comments and doesn't see the Administration building being a huge priority. Trustee Schmitz said that she would like to add to Information Technology, our picture passes and leverage them so we can access the gates. Regarding the Administration building, she doesn't think it has ever been a priority however maintenance should be done and take into consideration the knowledge we have gained during the COVID times. Trustee Tonking said that the Administration building needs to be put into a master plan as a possible way to consider it so there doesn't need to be a placeholder for that building. Trustee Dent said that he loves having technology down at the beaches in order to maintain that restricted access so let's put some money towards it. District General Manager Winquest said we know that this is a priority for the Board and protecting the assets during the off season. He has asked Staff to increase budgeting to staff the gates for an additional 6 to 7 weeks

so we will need to look at the other period of time, about 5-1/2 months, and we need to have a bigger discussion about securing the beaches. If we are going to put monies towards that effort, we want to be intelligent about it and with the understanding that it could take a couple of years. There are things that we can do in the short term but we do want to look at it for the longer term. Chairman Callicrate said that we talked about securing our beaches 24/7 and 365 days. He understands that it isn't as easy as it sounds and he is glad to hear this as it is a great first step. Director of Finance Navazio continued his presentation. Trustee Schmitz said that this isn't where the pond lining isn't listed and she asked about the effluent at the wetlands and if that was the Clear Creek contract? Engineering Manager Chorey said no, this is the wetlands. Director of Finance Navazio continued his presentation. Trustee Dent said that he noticed the \$1.6 million for the cart path replacement project and he thought the estimate was just over \$1 million. Engineering Manager Chorey said that this estimate was just for the reconstruction and that there are other costs included. Trustee Dent said if we apply this cost per square foot, why isn't the Championship Golf course more? Engineering Manager Chorey said that the Championship Golf course work is not as extensive. Trustee Dent said, regarding the Utility Fund, he is looking forward to seeing the cash flow for both the Utility Fund and General Fund and that yes, we do need to bond for the pond lining and effluent export pipeline projects and that it would be good to have all the information in front of us when we are discussing those projects. Director of Finance Navazio said that he appreciates that comment and noted that Staff is working on doing the updates and that Staff will be presenting a 5-year forecast and that he appreciates it being brought up. Trustee Schmitz said that she misspoke when she was talking about the retaining walls at Aspen Grove and it is her feeling that we should really look at all of these things and identify if it is adding value to our community and constituents and then take them off the list if there are not. Trustee Dent asked how would we do that as he totally agree. Trustee Schmitz said that she doesn't know and that she is asking Staff to do it and perhaps the Board didn't give the Staff the proper direction. When there is \$45,000 for a dumpster enclosure and asking if this is the right expenditure, we have to lean on Staff. Chairman Callicrate said some things just happen because they happen but there has to be a certain level of trust. He raised a number of concerns when we built the restrooms at Village Green. Trustee Schmitz said that she doesn't know if these things are necessary because of safety, etc. and she is just asking that we do a

good hard look to see if it is adding value. She understands that everyone is trying to do the right thing and we have to ask ourselves if our community members will think they are getting things of value. Chairman Callicrate said that this is the only time we get to talk so we are asking the questions. He does have the faith in the Staff but the decision lays with the Board. Trustee Schmitz said that she apologizes but she thinks we are doing the best we can do in asking these questions and asking Staff to take a good hard look at these things and make changes as necessary. District General Manager Winquest said that Staff very rarely builds a capital project on what we want and that these projects are based on safety and risk and these projects continue to get bumped out. Staff can look at some of these as we are always looking at deferring or looking at the service level and we are always happy to answer any questions. As the Board changes, priorities change. He understands that we may need to re-litigate some of these items and if there is no value to the District or it isn't a safety project, we can drop those projects out of the plan. Engineering Manager Chorey added that these are public works projects and there are things that we have to carry. Trustee Schmitz said that, as it relates to Aspen Grove, she recalls a large amount of hardscaping done there and she recalls that it was in the master plan, that we need to prioritize and ask ourselves if there is some place else that if we spend the dollars, we can gain more value. Director of Finance Navazio continued his presentation. Trustee Tonking said that her concern is that if we do something different with Snowflake Lodge or redoing something with the lifts, will these monies spent stand the test of time? Diamond Peak Ski Resort General Manager Bandelin said that all the lifts have a maintenance plan and we are following those plans as part of care and condition of the asset so we don't have to replace these lifts. Director of Finance Navazio said regarding Snowflake Lodge that the only thing there is the replacement of furniture and we are trying very hard to not spend capital monies that will get thrown away. Trustee Tonking said that she was asking if we were thinking longer term than 5 years. Diamond Peak Ski Resort General Manager Bandelin said absolutely and pointed out a replacement of something that was purchased in 1986 and taking a look at reconfiguring a food preparation area. Chairman Callicrate said that it is very prudent what is to be done up at Snowflake Lodge and that the parking lot reconstruction probably needs to be pushed out in order to see if there are some partnership opportunities. Trustee Schmitz said regarding Snowflake Lodge and the possibility of pulling that in and resources; the question becomes

is that even possible to do that sooner if the funding is available as she recalls that the Board made Snowflake Lodge a priority on the list. Director of Finance Navazio said if replace the Ski Way with a different funding plan it is possible to move up the Snowflake Lodge project maybe by a year. Trustee Dent asked, referencing agenda packet page 88, about Phase 4 of the Diamond Peak Master Plan, lift improvements, asked if this was the back side of the mountain and is this expanding our footprint and not to the current lifts in place? Diamond Peak Ski Resort General Manager Bandelin said that yes, it is an expansion with new construction which opens about 480 acres on the back side. This is an estimate that was provided in 2015 and is a standalone project. Trustee Dent said he understands why it is a placeholder and was just wondering about its priority. Chairman Callicrate said that begs a bigger question which we need to look at and that is the adoption of the Diamond Peak Master Plan and what the community wants and then the timing of it which includes paving, new Snowflake Lodge, and then all the other attendant activities on a viable business for the District. Director of Finance Navazio completed his presentation and offered that we got a lot of valuable feedback tonight and that Staff will incorporate it into the plan and then come back to the Board soon so we can have that conversation benefitted by the feedback received this evening. The input that has been provided tonight will change the information on the rest of the items. Chairman Callicrate said he would like to do as suggested and Trustee Tonking, Schmitz, and Dent agreed. Trustee Schmitz asked about pricing for all of the sources and then what about the movement of Parks into General Fund and at what point does that need to be done? District General Manger Winquest said that we are trying to sort through how we want to present rates and you will be getting an item on March 31 for golf passes and facilities rates. Additionally, we plan to get you a list of all of the key rates for the venues – daily access, season pass, membership rates for Recreation Center and Tennis Center, cost for products such as lessons, driving range fees, etc. and what we weren't planning on bringing forward was food and beverage and pro shop merchandise. We weren't planning on asking for Board approval but sharing what those rates were and then asking about cost recovery strategies and get more direction from the Board as it helps Staff to update and fine tune those increases. Some members of the community seem to get stuck on the April 15 filing date and that is just a tentative budget and it will definitely change as to the final budget that comes before the Board. Director of Finance Navazio said that the next conversation on pricing will happen at the

March 31 meeting and to the Parks being moved into the General Fund, he thinks there was some discussions on that topic. Staff is doing some analysis on that topic and his suggestion is that as we continue to work through the budget, we are looking at select components but we are not in a position, pending Board direction, to bring back a budget that transfers everything Parks to the General Fund as there are implications but we are working on bringing the Board an analysis in early April and there is nothing in stone on the tentative budget thus Board direction will inform how we approach it for the final budget.

F. LONG RANGE CALENDAR REVIEW (for possible action)

This item was deferred to the March 31, 2021 meeting. Trustee Dent said that he will not be present for the March 31, 2021 meeting and Trustee Tonking would like to know if we are moving the time up sooner rather than later.

G. FINAL PUBLIC COMMENTS*

Frank Wright said after listening to tonight's meeting, it is unbelievable. You don't have figures, you don't have facts and you don't have anything. You have excuses for everything – spend, spend, spend. It is an amateur presentation at best. Convolutioned figures, unknown costs. He remembers hearing the Director of Finance saying that IT was upset because they hadn't been involved in the purchase of new software – unbelievable, unbelievable – who made the decisions on the software? Dumpster – he went to the IVGID website and he looked up a dumpster that you have diagramed and everything, all the facts and figures. 9' x 10', ninety square feet, and he looked up how much it costs per square foot; the high end is \$28 per square foot and the low end is \$13 per square foot. At the top end of a dumpster enclosure it is going to cost you 5 grand, not 25 grand – unfucking believable. Five times what it would normally cost – have we gone out to any bids, have we found anyone to give us a bid on how much this stuff would cost – heck no. Everything is poorly prepared, it is amateur at best and you come to a Board that has no clue on any kind of construction except for Trustee Dent and he is never consulted. He is shocked, shocked at how you can go through four hours of mumbo jumbo and he doesn't care what time zone you are in, you are all in la-la land. This is just unbelievable. This is why we have so much wasteful spending methodologies in our District because everything is convolutioned. The people that we have that are supposed to be the experts, are not experts. If anything, they are just throwing out stuff and throwing out numbers and they don't do their due diligence, they show up, collect their paycheck and they are not looking out for the taxpayers or the parcel payers' money. Unbelievable. And not once did anybody

talk about the deed restriction during your beach presentation and the fact that the beach deed is being sorely violated by the employees. Just ignore it totally. You are worried about everything. And by the way putting a gate down there with a punch card is an insane thing to do, you can't do it. You can't do it because you have access by other people that need to get on there and he will explain that later. Unbelievable. He has never seen such an amateurish show in his life. Thank you.

Cliff Dobler said he wanted to talk a little bit about this Diamond Peak and adding these two new projects called Phase 2 and Phase 4. Originally the Diamond Peak Master Plan had five phases – 1A, 1B, 2, 3, and 4. Now this Phase 4 is on 387 acres of Forest Service land and if you guys recall, this land we were trying to buy it from the government so we were going to put it into the Washoe County land grab and at that point in time UNR and also the Indian tribes wanted to lay possession on it so therefore it went nowhere. So for us to consider this is absolutely ludicrous and what he finds amazing is if you read it, the Master Plan report, is this limited development along with steep slopes would provide an area of lifts service backcountry style for advanced and expert guests looking for this style of terrain. Now we have \$3 million in Phase 4 yet in Phase 3 which is supposed to be done 3 years earlier, we have two projects that would comply with what the citizens want, 68% take care of what we have and no new stuff, and Phase 3 which was part of the Plan we have snowmaking on Diamondback and snowmaking on Freeway and also we have Spillway lift replacement. So that just happens to be \$1 million and \$1.8 million so that's \$3 million and that's not even in the plan. So here we are and we have jumped over to do something on the backside that will never get done and then number two it ignores what we are supposed to do which is taking care of what we have. The last thing is this Phase 2 which is funny about it is you have Snowflake \$242,000 but if you look at Phase 2 what it has is \$88,000 for climbing wall, \$33,000 for play area which was scratched out by the Director of Finance on agenda packet page 15. So there is only \$121,000 and that's for entitlements and planning for Snowflake but you have to have design first before you can do entitlements and permitting. By the way, just keep in mind the master plan says that the way Snowflake Lodge is designed right now in the master plan is \$5.9 million. He just doesn't think this is very sincere and he thinks it is really bad to put something in the master plan that is so farfetched that we would try and go out and do 387 acres to expand Diamond Peak where we have other items that were priorities in the master plan. Thank you very much.

Aaron Katz said thanks for holding the meeting earlier so we weren't able to listen when you started. You need to understand what your Rec Fee really is and what you are asking to spend. What do you tell the public the Rec Fee is? You say is it for the availability to use recreational and beach facilities, okay, so now you have decided to break up the Rec Fee because you want to spread propaganda to the

public making us believe it has some value and really what you have done is you have created six Rec Fees – capital, debt service, operations. Let's concentrate on capital because this is a capital workshop. Paying for capital does not make any facility available for his use so it is not a standby service charge, it is a cover the deficiency between revenues and expenses. You don't have any authority to charge something like that in 318.197. Go ask your attorney, it isn't there, so you can come up with all these CIP's that you want, where is the money going to come from? Because it cannot legitimately come from the Rec Fee. He sent you a list of \$1.6 million of CIP's having nothing to do with making the facilities available for local parcels use. Trucks, mowers, trash enclosures, carpeting, and office equipment – remove it all. That is what you should be doing. And then there is \$50,000 for electrical upgrades to the Mountain storage building – all that is is an underhanded way to create electrical access to electric carts in the future. That is a Staff program, not a public program. And then \$720,000 to make the locker rooms upgraded at the Rec Center? None of those lockers are available for his access. We lost power and he called up to ask if he could take a shower there and they said no it is not available to him as he has to be a member. Well, anybody who is not a property owner can be a member and get the availability to access. This is just total garbage. By the way, he wrote to you on the media ads too, now all we are doing to paying for Internet clicks. His suggestion is to get rid of our Marketing staff and outsource it all with EXL Media as it will save a lot more money. Two final points – we have never weighed in on the Diamond Peak Master Plan if we really want it or the Beach House restaurant, we don't want it. You need to go to the public and get that so you can get those crappy projects off the CIP list. Thank you.

Judith Miller said she is going to keep it short as she knows it is late for a lot of you. First, she would like to know whatever happened to opengov. She went today to look up some things and all that is on it are some budgets as opposed to any actual numbers so she would appreciate if you could give some attention to that. Second, she would like to talk about the spreadsheets that were supplied by the Director of Finance on the updated CIP. It would really be helpful if you would put column headings that clearly describe what is in the columns. Just putting a year, we had the same year twice and no explanation of what was below. She finally did figure it out but she has a suspicion that a lot of people never did figure it out what was going on with that so she has seen this happen in the past to please make column headings clear so that the public has some information before the meetings as that would be helpful and the Board. The last thing is that this was supposed to be on the capital improvement projects and there were a lot of questions from Board members saying do we really need this because there are none of the project sheets that used to be provided or at least she couldn't find them so she thinks that would be helpful if you would post those online so that we would have

a better understanding of what these projects are and why they are needed or conversely why they are not needed. So thank you and have a wonderful evening as she knows you all need some rest so take care and until next time.

H. ADJOURNMENT (for possible action)

The meeting was adjourned at 7:15 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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